

IN THE UNITED STATES PATENT AND TRADEMARK

BEFORE THE TRADEMARK TRIAL AND APPEAL BOARD

J.L. Pennington

Opposer

V.

Gitzit Incorporated

Applicant

Opposition No: 911672981

Mark: GITZIT

Application No. 78/703563

APPLICANT'S MOTION FOR SUMMARY JUDGMENT

COMES NOW Applicant Gitzit Incorporated (Applicant), pursuant to Federal Rules of Civil Procedure 56, and hereby moves this Board for an Order granting summary judgment in Applicant's favor and dismissing this opposition on the grounds that no genuine issue of material fact exists to be tried in this case. Applicant's use of the mark from 1992 to date without interruption precedes Opposer's use and therefore, Applicant is entitled to judgment as a matter of law.



09-09-2008

STATEMENT OF FACTS

Applicant and its GITZIT Mark

Applicant has provided a full range of services under the mark GITZIT since May of 1992, and has customers in all fifty states.

Applicant seeks registration of the following mark:

Mark: **GITZIT**

Serial No.: 78/703563

Services: Fishing products including lures, wearing apparel and trade shows.

Applicant bases this Motion on the following documents, filed contemporaneously herewith; Memorandum of Law in Support of Applicant's Motion for Summary Judgment, Applicant's Statement of Undisputed Material Facts, the Declarations of Bret Christensen and Don Iovino and various writings, letters from customers, brochures, price-lists etc. all documenting the use of the mark GITZIT throughout the years 1992 to present.

Brief

Applicant has been using the mark **GITZIT** since as early as May 1992, as evidenced by Applicant's Corporate formation (EXHIBIT A), which utilizes the mark as the company name as well as use of the mark as the name of a fishing lure as evidenced by various printed materials viz. 'Price Lists', 'Product Descriptions', and letters (EXHIBIT B). Opposer began using the same mark for a fishing lure in 2004, though there is a claim to have purchased the Mark from a predecessor, 'Canyon Lures', who had used it previously. Such use by 'Canyon Lures' was wrongful, non-continuous, subsequent to Applicant's use and without legal substantiation and thereby could not be legally transferred by purchase or by any other means. 'Canyon Lures' claims its rights from An '**ASSIGNMENT of TRADENAME "GITZIT"**', dated October 27, 1990 (EXHIBIT C), ostensibly granting use of the Mark 'GITZIT' to the aforementioned predecessor. This alleged assignment specifically states *"to be used in any way he may find beneficial to his interests with the exception of any claim and or restriction that Bobby G. Garland may have upon the name"* and *"if no document be found, to this date, issued in opposition to this request, then this shall be the legal issuance which determines the right of the Assignee to put into use and keep in use the trade name "GITZIT"....."*

Such a restriction and document did exist and was known to the drafter of the 'Assignment', Linda Garland. Said document being a 'Security Agreement' (EXHIBIT D), between Bobby & Linda Garland and Five County Association of Governments' dated September 30, 1988 and signed by all parties. Applicant, Christopher Hendershot, dba Gitzit, Inc., purchased this Security Agreement from Five Counties Association of Governments upon default by the Garlands, 'Assignment' (EXHIBIT D). The purchase was for the Garland's company, Bass 'N Man, and *all rights inherent therein, including Trademarks*. A 'Stipulated Judgment' in the **Utah Fifth District Court confirmed Hendershot's purchase.** This Judgment was rendered May 22, 1992 (EXHIBIT E). Applicant, Gitzit, Inc has continuously used the mark GITZIT since that time. Applicant reasonably believes his **GITZIT** mark has reached customers through its sales and promotional materials in all 50 states as well as internationally.

Applicant has continuously used the mark 'GITZIT' since 1992 without interruption throughout the United States. Neither Opposer, nor his predecessor, used the mark until years later. Applicant claims the *Common Law* Trademark Rights from actual use of the mark 'GITZIT'. Consumers view the brand name as an indicator of the product's source. Applicant wishes now to federally re-register the mark.

Declarations of Bret Christensen and of Don Iovino are attached as Exhibit's 'F' and 'G' to further substantiate Applicant's claim. Both individuals were personally acquainted with the pertinent parties precipitating the events leading up to this dispute and were witnesses to many of the events relevant to this Motion. Also attached are exemplars in the use of the GITZIT mark by Applicant identified as EXHIBIT 'H'.

MEMORANDUM OF LAW

Summary Judgment

Summary Judgment is appropriate for disposing of cases in which there are no genuine issues of material fact, thus allowing the case to be resolved as a matter of law. Fed. R. Civ. P. 56c. A party moving for summary judgment has the burden of demonstrating the absence of any genuine issue of material fact, and that it is entitled to judgment as a matter of law. *Celotex Corp. v. Catrett*, 477 U.S. 317, 106 S.Ct. 2548 (1986). The nonmoving party must be given the benefit of all reasonable doubt as to whether genuine issues of material fact exist, and the evidentiary record on

summary judgment, and all inferences to be drawn from the undisputed facts, must be viewed in the light most favorable to the nonmoving party. *See Opryland USA, Inc. v. Great American Music Show, Inc.*, 970 F.2d 847 (Fed. Cir. 1992).

When the moving party's motion is supported by evidence sufficient to indicate that there is no genuine issue of material fact and that the moving party is entitled to judgment, the burden shifts to the nonmoving party to demonstrate the existence of specific genuinely disputed facts that must be resolved at trial. The nonmoving party may not rest on the mere allegations of its pleadings, but must designate specific portions of the record or produce additional evidence showing the existence of a genuine issue of material fact for trial. *See Copelands' Enterprises Inc. v. CNV Inc.*, 945 F.2d 1563 (Fed. Cir. 1991) (party's conclusory statement insufficient); *Corporate Document Services Inc. v. I.C.E.D. Management Inc.*, 48 USPQ2d 1477 (TTAB 1998).

A fact is material if it "may affect the decision, whereby the finding of that fact is relevant and necessary to the proceedings." *Opryland USA Inc.*, *supra* at 1472; *see also Institut National Des Appellations d'Origine v. Brown-Forman Corp.*, 47 USPQ2d 1875, 1879 (TTAB 1998) (fact is

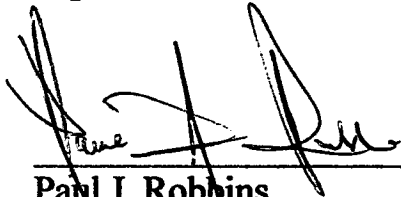
material when its resolution would affect the outcome of the case). However, a dispute over a fact that would not alter the Board's decision on the legal issue will not prevent entry of summary judgment. *See Kellog Co. v. Pack 'Em Enterprise Inc.*, 14 USPQ2d 1545 (TTAB 1990), *aff'd*, 951 F.2d 330 (Fed. Cir. 1991) (single *du Pont* factor of dissimilarity of marks outweighed all others such that other factors would not be material because they would not change the result).

There is Likelihood of Confusion

A likelihood of confusion determination is based on the Board's analysis of all of the probative facts in evidence relevant to the issue of likelihood of confusion (the *du Pont* factors). *See In re E.I. du Pont Nemours & Co.*, 476 F.2d 1357 (CCPA 1973); *Palm Bay Imports, Inc. v. Neune Clicquot Ponsardin Maison Fondée En 1772*, 396 F.3d 1369 (Fed. Cir. 2005). "Not all of the factors may be relevant or of equal weight in a given case," and "any one of the factors may control a particular case." *In re Majestic Distilling Co. Inc.*, 315 F.3d 1311 (Fed. Cir. 2003), citing *In re*

CERTIFICATE OF SERVICE

I hereby certify that a copy of the foregoing Applicant's Motion for Summary Judgment was mailed Priority Mail, postage prepaid, to Peter K. Hahn, Esq., Luce, Forward, Hamilton & Scripps LLP, 600 West Broadway, Suite 2600, San Diego, CA 92101, Attorney for Opposer, this 4th day of September, 2008.

A handwritten signature in black ink, appearing to read 'Paul J. Robbins', is written over a horizontal line.

Paul J. Robbins
477 Damascus Drive
St. George, UT 84790
Tel. (435)229-3133
Fax (435)628-4138

Dixie Restaurants Inc., 105 F.3d 1405 (Fed Cir. 1997). Thus the Board may focus on the factors it finds dispositive. See *Han Beauty Inc. v. Alberto-Culver Co.*, 236 F.3d 1333 (Fed. Cir. 2001).


Applicant's mark and Opposer's mark are not only identical but apply to the same products and further claim to have derived from the same source.

WHEREFORE, Applicant respectfully requests that the Board grant its Motion for Summary Judgment, further grants its Application and dismisses Opposer's claims in their entirety.

Dated August 13, 2008

Respectfully submitted,

By:


Christopher Hendershot
Pres. Gitzit, Inc.
P.O. Box 3039
St. George, UT 84771

CERTIFICATE OF COMPLIANCE

Pursuant to 37 CFR sect. 2.126(a), the undersigned hereby certifies
that this filing complies with the type-volume limitations set forth ,
Applicant hereby states that this filing has been typed in Times New Roman
14 font.


CHRIS HENDERSHOT

St. George, UT 84770
Tel. (435)
Fax (435)
P.O. Box 3039
St. George, UT 84771

EXHIBITS

- ‘A’ GITZIT CORPORATE FORMATION**
- ‘B’ CHRONOLOGY OF ‘GITZIT’ USE (1992-2008)**
- ‘C’ ASSIGNMENT OF TRADENAME ‘GITZIT’**
- ‘D’ SECURITY AGREEMENT**
- ‘E’ STIPULATED JUDGMENT**
- ‘F’ DECLARATION OF BRETT CHRISTENSEN**
- ‘G’ DECLARATION OF DON IOVINO**
- ‘H’ GITZIT ARTWORK**

EXHIBIT ‘A’

GITZIT CORPORATE FORMATION

STATE OF UTAH
DEPARTMENT OF COMMERCE

REGISTRATION

GITZIT, INC.

EFFECTIVE
05/18/1992

EXPIRATION
*RENEWAL

REFERENCE NUMBER(S), CLASSIFICATION(S) & DETAIL(S)

Corporation - Domestic - Profit
1170317-0142

CHRISTOPHER HENDERSHOT
GITZIT, INC.
853 REDROCK ROAD
Saint George UT 84770

STATE OF UTAH
DEPARTMENT OF COMMERCE
DIVISION OF CORPORATIONS & COMMERCIAL CODE
REGISTRATION



EFFECTIVE DATE: 05/18/1992

EXPIRATION DATE: *RENEWAL

ISSUED TO: GITZIT, INC.

REFERENCE NUMBER(S), CLASSIFICATION(S) & DETAIL(S)

1170317-0142 - Corporation - Domestic - Profit

***RENEWAL**

You will need to renew your registration each anniversary date of the effective date.

Exceptions: DBAs and Business Trusts renew every three (3) years from the effective date.

EXHIBIT 'B'

CHRONOLOGY OF 'GITZIT' USE **(1992-2008)**

GITZIT INC.

Gitzit Inc. was formed in May 1992, by John A. Giffen and Christopher Hendershot after foreclosing on the original manufacturer Bass N' Man Lure Company, Inc. Mr. Hendershot was a secured creditor of Bass N' Man and completed an uncontested foreclosure on the assets of Bass N' Man, Inc.

Bass N' Man Lure Company, Inc was originated in 1973 by the original inventor of the plastic tube lure known as the mini jig. Bobby Garland was a Pro Bass fisherman that developed the plastic tube lure and got mass acceptance of the lure on the pro bass tour.

Garland Lure Company was formed in the late seventies and from the original mini-jig, a complete line of soft plastic lures developed and sales increased through the eighties to over 1.3 million Dollars in 1989.

In 1989, Bass N' Man Lure Company, was purchased by a man from Phoenix, Arizona who tried to run the company as an absentee owner with no experience. He had an arrangement with the original owners to use them as consultants to continue the growth the company had enjoyed the last couple of years. Unfortunately, there was a falling out between the new owners and the old and sales started plummeting. Bills were not paid and the new owners lost the new building they had purchased, many of his employees left because of the fight and customers deserted the company

because of poor service and lack of delivery.

By 1992 the company was almost completely bankrupt and creditors were ready to completely shut down the company. The present owners stepped in, foreclosed upon the company, paid off all the secured creditors and took over management of the company in May of 1992. Sales had bottomed out in 1991 at about \$60,000.00.

The new management immediately went to work at getting back old customers and increasing orders from present customers. Sales in 1992 from May to December increased to \$100,000. In 1993 sales increased to 165,000.00 an increase of over 50%. Labor costs were cut nearly in half by purchasing many of the supplies from other suppliers rather than making them in house. The Company was being transformed into more of a marketing business and getting away from the less profitable manufacturing business.

In the fall of 1993, the management committed to completely modernize their packaging facilities. New packaging equipment was purchased in late 1993 and early 1994 with the latest technology of vacuum sealing. New logos and a bright new package design that is among the most attractive in the industry.

Sales in 1994 are projected to reach in excess of \$200,000.00. We have saved our most valuable customer K-Mart Stores, and increased the amount of product that they are carrying, as well as received approval to sell to more store locations than 1993. Several Wholesalers have added our line and

several other large wholesalers have increase our sales line.

In 1993 We added several new products to the line and sales of the new products are a significant part of the growth of the company, in addition to increasing our customer base. Many of our old customers have come back but we have had to prove to them that we can supply them before they will return to the large volummes they purchased in prior years.

Gitzit Inc in essentially debt free. With the exception of current debts that are paid on a 30 to 90 day basis, we owe no-one. We have reduced all of our overhead debt to a manageable figure and current debt is paid from sales. The first two years were serviced by loans from the owners, John A. Giffen and Christopher Hendershot who own 100% of the Stock of the Company.

In conclusion, Gitzit Inc. is and industry leader that fell on hard times because of mismanagement and financial plunder by the previous owner, who took money out of the company without regard to the needs of the company to survive. The new management has committed to getting the trust back of extremely loyal customers to a household brand name. Anyone that knows bass fishing knows the name Gitzit.

The present Owners are looking for capable investors with business know how to either purchase the company or invest in the company to leverage Gitzit, Inc. back to the top of the Soft Plastic Lure Industry which is a billion dollar industry today. We would like to see the company expand to other types of lures in addition to being the leader in soft plastic tubes. We

already have leads to obtain products in fly fishing, hard baits, spinner baits, and new accessories that required capital to obtain to improve the market share and stability of the company.

Christopher Hendershot is the President and General Manager of Gitzit, Inc. By profession he is a real estate Developer and builder. He has owned several companies in the real estate and marketing fields. He moved to St. George, Utah to take over management of Gitzit, Inc. when he co-purchased it in 1992.

John A. Giffen is an Attorney practicing law in St. George, Utah, with offices in Salt Lake City, Provo, and St. George, Utah and Sacramento California. He formerly was a partner in a law firm in California with eleven offices from Reading, California to Fresno, California. He moved to St. George, Utah in 1990 to raise his children in a small town atmosphere away from the crime and congestion of the city. He has experience in Sales, Marketing and law, and is presently serving as Vice-President of Marketing, and as legal counsel for Gitzit, Inc. as well as running his law firm; The Law Offices of John A. Giffen and Associates.

Please feel free to contact Mr. Giffen at 1-801-628-4800 for more information on the company.

Sincerely,

JOHN A. GIFFEN
VICE PRESIDENT
GITZIT, INC

D'Anne J. Robbins

Attorney at Law

April 23, 1999

Bobby Garland
Route 1, Box 170
Midway, Arkansas 72651

Re: Gitzit

Dear Mr. Garland,

I represent *GITZIT, INC.*, a Utah Corporation, in operation since 1994 operating out of St. George, Utah. This company, as best I understand it, has been and is currently marketing fishing lures originally designed by you but subsequently sold to bona fide purchasers in good faith. This company and its products are now wholly owned by Mr. Chris Hendershot, together with all its accompanying commercial identity and good will. The corporate name is attached to all the company products and has been in the stream of commerce, without interruption, since Mr. Hendershot purchased your former company, its inventory and all other property rights.

This letter is being sent to you as a courtesy by way of providing notice that any unauthorized use of the 'GITZIT' trade name or the name of any products marketed under said name will be considered unlawful and an infringement upon proprietary and/or protected legal rights. It has come to our attention that you are currently in violation of, or intend in the future to violate, the aforementioned property protection. CEASE and DESIST from any activity, present or future, which proscribes our client's legal rights and privileges. This notice applies to any third-party known to you or that should be known to you, who likewise may be in violation of the aforementioned protection. Should you or any party known to you have caused products to be placed in the stream of commerce which are using the name 'GITZIT' you are to withdraw them immediately. We are instructed to seek legal redress on any matter which may unlawfully inhibit any commercial advantage to which *GITZIT, INC.* is entitled.

Thank you for your cooperation and immediate attention to this matter.

Yours truly,

D'Anne J. Robbins
D'Anne J. Robbins

FILE COPY

To order please call:
1-800-727-5873

Gitzit Inc.

Retail Price List

Or check out our website:
www.gitzitinc.com

2008 Price List

Fat Gitzits(page 3)

	2.5"	3.5"	4.25"Jumbo
4pk+3hk	\$2.26	\$2.30	\$3.19
10pk	\$3.30	\$3.47	\$4.97
50 bag	\$15.98	\$16.79	\$21.69
100 bag	\$31.94	\$34.43	\$42.78
Bulk 1000	\$202.84	\$219.25	\$236.79
6" Super Tub 2pk with 2-1oz Heads	\$3.31		

Baby Blue Eyes page 4)

3pk-1rigged/2bodies	\$2.26
5pk-Bodies only	\$1.28
5pk-Heads only	\$2.73

Paddle Fry (page 4)

1 Rigged+ 2 Bodies	\$3.01
2pk-Heads Only	\$2.08
25pk-Bodies Only	\$5.45

Helpless Size Crappie (page 5)

1 Rigged+ 2 Extra Tails	\$3.01
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Little Tough Guys-2pk (page 6)

****1/16 oz Now Made with Pewter****

1/16oz	\$2.20
1/8oz	\$2.10
1/4oz	\$2.10
Skirts Only(10pk)	\$1.45

Spider Jigs (page 7)

<u>Spider</u>		<u>Double Tails</u>		<u>Spider Skirts</u>	
1/4oz/2pk	\$3.05	5pk	\$2.08	5pk	\$1.36
3/8oz/2pk	\$3.05	20 bag	\$4.14	20 bag	\$5.47
		50 bag	\$8.03		

3" G-Tail Grub (page 8)

20pk	\$5.09
50pk	\$11.12
Bulk-1000	\$109.43

4" G-Tail Worm (page 8)

20pk	\$5.09
50pk	\$11.12

7" G-Tail Worm (page 8)

20pk	\$6.00
50pk	\$12.45

Tournament Series (page 3)

	2.5"	3.5"
4pk+3hk	\$4.23	\$4.39
10pk	\$4.28	\$4.81
50 bag	\$18.86	\$20.86
100 bag	\$34.17	\$40.53
Bulk 1000	\$253.18	\$286.42

Small Fry page 4)

1 Rigged+2Bodies	\$3.01
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Bully (page 5)

1 Rigged+1Body	\$1.97
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Hard Time Minnow (page 5)

3.5"-2pk Rigged	\$3.01
2.5"-2pk Rigged	\$2.89
2"-4pk+2 Jig Heads	\$1.84

Mother of All Minnow (2")

1 Rigged+ 2 Bodies	\$3.01
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Micro Little Tough Guys (page 6)

****Now Made with Pewter****

1/25oz	\$2.20
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Lil Craw (page 6)

1 Rigged+2 Bodies	\$2.85
& 1 Extra Hook	

SEE OTHER SIDE

To order please call:
1-800-727-5873

Gitzit Inc.

Retail Price List

Or check out our website:
www.gitzitinc.com

2007 Price List

Fat Gitzits(page 3)

	2.5"	3.5"	4.25"Jumbo
4pk+3hk	\$2.19	\$2.23	\$3.10
10pk	\$3.20	\$3.37	\$4.83
50 bag	\$15.51	\$16.74	\$21.63
100 bag	\$31.01	\$33.43	\$41.53
Bulk 1000	\$196.93	\$212.86	
6" Super Tub 2pk with 2-1oz Heads	\$3.21		

Tournament Series (page 3)

	2.5"	3.5"
4pk+3hk	\$4.11	\$4.26
10pk	\$4.16	\$4.67
50 bag	\$18.31	\$20.80
100 bag	\$33.17	\$39.35
Bulk 1000	\$245.54	\$278.09

Baby Blue Eyes page 4)

3pk-1rigged/2bodies	\$2.19
5pk-Bodies only	\$1.24
5pk-Heads only	\$2.65

Small Fry page 4)

1 Rigged+2Bodies	\$2.92
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Paddle Fry (page 4)

1 Rigged+ 2 Bodies	\$2.92
2pk-Heads Only	\$2.02
25pk-Bodies Only	\$5.29

Hard Time Minnow (page 5)

3.5"-2pk Rigged	\$2.92
2.5"-2pk Rigged	\$2.80
2"-4pk+2 Jig Heads	\$1.79

Helpless Size Crappie (page 5)

1 Rigged+ 2 Extra Tails	\$2.92
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Bully (page 5)

1 Rigged+1Body	\$1.91
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Little Tough Guys-2pk (page 6)

1/16oz	\$2.00
1/8oz	\$2.00
1/4oz	\$2.00
Skirts Only(10pk)	\$1.45

Micro Little Tough Guys (page 6)

1/25oz	\$2.00
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Lil Crow (page 6)

1 Rigged+2 Bodies	\$2.77
& 1 Extra Hook	

Spider Jigs (page 7)

<u>Spider</u>		<u>Double Tails</u>		<u>Spider Skirts</u>	
1/4oz/2pk	\$2.96	5pk	\$1.32	5pk	\$2.02
3/8oz/2pk	\$2.96	20 bag	\$3.95	20 bag	\$7.80
		50 bag	\$5.31		

3" G-Tail Grub (page 8)

20pk	\$4.94
50pk	\$10.80
Bulk-1000	\$106.24

4" G-Tail Worm (page 8)

20pk	\$4.94
50pk	\$10.80

7" G-Tail Worm (page 8)

20pk	\$5.83
50pk	\$12.09

SEE OTHER SIDE

To order please call:
1-800-727-5873

Gitzit Inc.

Distributor Price List

2006 Price List

Fat Gitzits(page 3)

	2.5"	3.5"	4.25"Jumbo
4pk+3hk	\$1.01	\$1.09	\$1.52
10pk	\$1.44	\$1.70	\$2.37
50 bag	\$7.27	\$7.71	\$10.36
100 bag	\$13.59	\$14.64	\$20.14
Bulk 1000	\$122.04	\$132.65	
6" Super Tub 2pk with 2-1oz Heads	\$2.49		

Tournament Series (page 3)

	2.5"	3.5"
4pk+3hk	\$1.96	\$2.13
10pk	\$2.02	\$2.24
50 bag	\$9.02	\$10.03
100 bag	\$16.90	\$19.11
Bulk 1000	\$185.90	\$210.58

Baby Blue Eyes page 4)

3pk-1rigged/2bodies	\$1.22
5pk-Bodies only	\$1.17
2pk-Heads only	\$1.30

Small Fry page 4)

1 Rigged+2Bodies	\$1.47
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Paddle Fry (page 4)

1 Rigged+ 2 Bodies	\$1.47
2pk-Heads Only	\$0.97
25pk-Bodies Only	\$2.50

Hard Time Minnow (page 5)

3.5"-2pk Rigged	\$0.97
2.5"-2pk Rigged	\$1.29
2"-4pk+2 Jig Heads	\$0.70

Helpless Size Crappie (page 5)

1 Rigged+ 2 Extra Tails	\$1.47
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Bully (page 5)

1 Rigged+1Body	\$1.79
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Little Tough Guys (page 6)

1/16oz	\$1.37
1/8oz	\$1.37
1/4oz	\$1.48
Skirts Only(10pk)	\$1.19

Micro Little Tough Guys (page 6)

1/25oz	\$1.34
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Lil Craw (page 6)

1 Rigged+2 Bodies & 1 Extra Hook	\$1.25
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Spider Jigs (page 7)

<u>Spider</u>		<u>Double Tails</u>		<u>Spider Skirts</u>	
1/4oz/2pk	\$1.61	5pk	\$0.79	5pk	\$0.97
3/8oz/2pk	\$1.61	20 bag	\$2.24	20 bag	\$3.64
		50 bag	\$5.36		

3" G-Tail Grub (page 8)

20pk	\$2.31
50pk	\$5.06
Bulk-1000	\$78.03

4" G-Tail Worm (page 8)

20pk	\$2.31
50pk	\$5.06

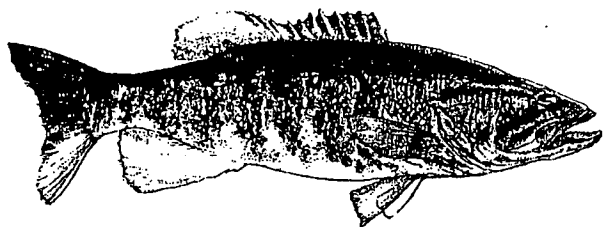
7" G-Tail Worm (page 8)

20pk	\$2.88
50pk	\$5.96

SEE OTHER SIDE

GITZITTM

INCORPORATED



Distributor Price List

2005 Price List

1-435-628-1011

To Place an Order Please Call

1-800-727-5873

Fax 1-435-628-5280

Terms to be agreed upon at time of Order:

A finance charge of 2% per month will be charged on all accounts overdue 30 days. Orders not approved by credit verification will be shipped C.O.D.

Returns: All Returns for Credit must be authorized. Authorization can be obtained by contacting GITZIT, Inc. at (435)-628-1011. An 18% restocking fee will be assessed on merchandise returned without authorization.

Refused Shipment: Shipping will be charged back to the company on all refused orders or added to the next invoice. Invoices refused after an extension has been given will be charged a repackaging fee.

Claims: GITZIT Inc., must be notified of any claims, shortages, or over charges within 10 days of receipt of your order, or claims will not be credited to your account. A credit memo will be placed in your file and it is the responsibility of the AP clerk to notify Gitzit when the credit will be used.

Shipping / Handling Charges: GITZIT Inc., will pay all shipping charges within the United States for orders of \$750 or more. (Shipments to U.S. Border)

Delinquent Accounts: The Purchaser agrees to pay all attorney and collection fees GITZIT Inc. May incur on past due accounts.

Acknowledgment: I acknowledge having read shipping , credit terms and Gitzit's policy towards delinquent accounts. Acknowledged By _____

Company Name _____ Position _____ Date _____

GITZITTM

INCORPORATED

667 Redrock Rd.

P.O. Box 3039

St. George, UT 84771

Form **1120S****U.S. Income Tax Return for an S Corporation**

OMB No. 1545-0130

Department of the Treasury
Internal Revenue Service

Do not file this form unless the corporation has timely filed
Form 2553 to elect to be an S corporation.
See separate instructions.

2004

For calendar year 2004, or tax year beginning

and ending

A Effective date of S election 1/1/2001	Use IRS label. Other- wise, print or type.	Name GITZIT, INC. Number, street, and room or suite no. (If a P.O. box, see page 12 of the instructions.) PO BOX 3039 City or town ST. GEORGE State UT ZIP code 84771	C Employer identification number [REDACTED]	D Date incorporated 5/6/1992	E Total assets (see page 12 of instructions) \$ 98,303
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F Check applicable boxes: (1) ☐ Initial return (2) ☐ Final return (3) ☐ Name change (4) ☐ Address change (5) ☐ Amended return

G Enter number of shareholders in the corporation at end of the tax year 1

Caution: Include only trade or business income and expenses on lines 1a through 21. See page 13 of the instructions for more information.

Income	1 a Gross receipts or sales	755,309	b Less returns and allowances	1,252	c Bal	1c	754,057
	2 Cost of goods sold (Schedule A, line 8)					2	390,103
	3 Gross profit. Subtract line 2 from line 1c					3	363,954
	4 Net gain (loss) from Form 4797, Part II, line 17 (attach Form 4797)					4	0
	5 Other income (loss) (attach schedule)					5	10
	6 Total income (loss). Add lines 3 through 5					6	363,964
Deductions (see page 14 of the instructions for instructions)	7 Compensation of officers					7	25,492
	8 Salaries and wages (less employment credits)					8	113,106
	9 Repairs and maintenance					9	1,088
	10 Bad debts					10	0
	11 Rents					11	18,166
	12 Taxes and licenses					12	32,100
	13 Interest					13	9,786
	14 a Depreciation (attach Form 4562)	14a	3,242				
	b Depreciation claimed on Schedule A and elsewhere on return	14b	0				
	c Subtract line 14b from line 14a					14c	3,242
	15 Depletion (Do not deduct oil and gas depletion.)					15	0
	16 Advertising					16	7,583
	17 Pension, profit-sharing, etc., plans					17	0
	18 Employee benefit programs					18	0
	19 Other deductions (attach schedule)					19	122,279
20 Total deductions. Add the amounts shown in the far right column for lines 7 through 19					20	332,842	
21 Ordinary business income (loss). Subtract line 20 from line 6					21	31,122	
Tax and Payments	22 a Tax: a Excess net passive income tax (attach schedule)	22a	0				
	b Tax from Schedule D (Form 1120S)	22b	0				
	c Add lines 22a and 22b (see page 18 of the instructions for additional taxes)					22c	0
	23 a Payments: a 2004 estimated tax payments and amount applied from 2003 return	23a	0				
	b Tax deposited with Form 7004	23b	0				
	c Credit for Federal tax paid on fuels (attach Form 4136)	23c	0				
	d Add lines 23a through 23c					23d	0
	24 Estimated tax penalty (See page 18 of instructions). Check if Form 2220 is attached <input type="checkbox"/>					24	0
25 Tax due. If line 23d is smaller than the total of lines 22c and 24, enter amount owed					25	0	
26 Overpayment. If line 23d is larger than the total of lines 22c and 24, enter amount overpaid					26	0	
27 Enter amount of line 26 you want: Credited to 2005 estimated tax <input type="checkbox"/> 0 Refunded <input type="checkbox"/>					27	0	

Sign Here

Under penalties of perjury, I declare that I have examined this return, including accompanying schedules and statements, and to the best of my knowledge and belief, it is true, correct, and complete. Declaration of preparer (other than taxpayer) is based on all information of which preparer has any knowledge.

Signature of officer

Date

PRESIDENT
Title

May the IRS discuss this return with the preparer shown below (see instructions)? ☒ Yes ☐ No

Paid**Preparer's Use Only**

Preparer's signature

Date

4/7/2005

Check if self-employed ☒

Preparer's SSN or PTIN

Firm's name (or yours if self-employed), address, and ZIP code

TAX ACCOUNTING OFFICE INC
90 S 1250 W
ST GEORGE
State UT ZIP code 84770EIN [REDACTED]
Phone no. 435-652-9668
ZIP code 84770

For Privacy Act and Paperwork Reduction Act Notice, see the separate instructions.

Form **1120S** (2004)

(HTA)

Department of the Treasury
Internal Revenue Service

Do not file this form unless the corporation has timely filed
Form 2553 to elect to be an S corporation.
See separate instructions.

2003

For calendar year 2003, or tax year beginning

and ending

A Effective date of election as an S corporation 1/1/2001	Use IRS label. Otherwise, print or type.	Name GITZIT, INC.		C Employer identification number [REDACTED]
B Business code number (see pages 31-33 of the Insts.) 339900		Number, street, and room or suite no. (If a P.O. box, see page 12 of the instructions.) PO BOX 3039		D Date incorporated 5/6/1992
		City or town ST. GEORGE	State UT	ZIP code 84771

F Check applicable boxes: (1) ☐ Initial return (2) ☐ Final return (3) ☐ Name change (4) ☐ Address change (5) ☐ Amended return

G Enter number of shareholders in the corporation at end of the tax year

1

Caution: Include only trade or business income and expenses on lines 1a through 21. See page 12 of the instructions for more information.

Income	1 a	Gross receipts or sales	1,018,215	b	Less returns and allowances	0	c Bal	1c	1,018,215
	2	Cost of goods sold (Schedule A, line 8)						2	785,045
	3	Gross profit. Subtract line 2 from line 1c						3	233,170
	4	Net gain (loss) from Form 4797, Part II, line 18 (attach Form 4797)						4	0
	5	Other income (loss) (attach schedule)						5	0
	6	Total income (loss). Add lines 3 through 5						6	233,170
Deductions (see page 13 of the instructions for limitations)	7	Compensation of officers						7	30,000
	8	Salaries and wages (less employment credits)						8	0
	9	Repairs and maintenance						9	1,991
	10	Bad debts						10	0
	11	Rents						11	366
	12	Taxes and licenses						12	32,274
	13	Interest						13	19,036
	14 a	Depreciation (attach Form 4562)		14a	10,505				
	b	Depreciation claimed on Schedule A and elsewhere on return		14b	0				
	c	Subtract line 14b from line 14a					14c	10,505	
	15	Depletion (Do not deduct oil and gas depletion.)					15	0	
	16	Advertising					16	0	
	17	Pension, profit-sharing, etc., plans					17	0	
	18	Employee benefit programs					18	0	
	19	Other deductions (attach schedule)					19	68,008	
20	Total deductions. Add the amounts shown in the far right column for lines 7 through 19					20	162,180		
21	Ordinary income (loss) from trade or business activities. Subtract line 20 from line 6					21	70,990		
Tax and Payments	22	Tax: a Excess net passive income tax (attach schedule)	22a	0					
	b	Tax from Schedule D (Form 1120S)	22b	0					
	c	Add lines 22a and 22b (see page 17 of the instructions for additional taxes)				22c	0		
	23	Payments: a 2003 estimated tax payments and amount applied from 2002 return	23a	0					
	b	Tax deposited with Form 7004	23b	0					
	c	Credit for Federal tax paid on fuels (attach Form 4136)	23c	0					
	d	Add lines 23a through 23c				23d	0		
	24	Estimated tax penalty (See page 17 of instructions). Check if Form 2220 is attached				24	0		
	25	Tax due. If line 23d is smaller than the total of lines 22c and 24, enter amount owed				25	0		
	26	Overpayment. If line 23d is larger than the total of lines 22c and 24, enter amount overpaid				26	0		
27	Enter amount of line 26 you want: Credited to 2004 estimated tax		0	Refunded	27	0			

Sign Here

Under penalties of perjury, I declare that I have examined this return, including accompanying schedules and statements, and to the best of my knowledge and belief, it is true, correct, and complete. Declaration of preparer (other than taxpayer) is based on all information of which preparer has any knowledge.

Signature of officer

Date

PRESIDENT

Title

May the IRS discuss this return with the preparer shown below (see instructions)? ☒ Yes ☐ NoPaid
Preparer's
Use OnlyPreparer's
signature

Date

8/7/2004

Check if self-
employed ☒

Preparer's SSN or PTIN

Firm's name (or
yours if self-employed),
address, and ZIP codeTAX ACCOUNTING OFFICE INC
90 S 1250 W
ST GEORGE

State

UT

EIN

Phone no.

ZIP code

84770

For Paperwork Reduction Act Notice, see the separate instructions.

Form 1120S (2003)

(HTA)

Form **1120S**Department of the Treasury
Internal Revenue Service**U. S. Income Tax Return for an S Corporation**

Do not file this form unless the corporation has timely filed
Form 2553 to elect to be an S corporation.
See separate instructions.

OMB No. 1545-0130

2002

For calendar year 2002, or tax year beginning

and ending

A Effective date of election as an S corporation 1/1/2001	Use IRS label. Otherwise, print or type.	Name GITZIT, INC.			C Employer identification no. [REDACTED]
B Business code no. (see pages 29-31) 339900		Number, street, and room or suite no. (If a P.O. box, see page 11 of the instructions.) PO BOX 3039			D Date incorporated 5/6/1992
		City or town ST. GEORGE	State UT	ZIP code 84771	E Total assets (see page 11) \$ 292,705

F Check applicable boxes: (1) ☐ Initial return (2) ☐ Final return (3) ☐ Name change (4) ☐ Address change (5) ☐ Amended return

G Enter number of shareholders in the corporation at end of the tax year 1

Caution: Include ONLY trade or business income and expenses on lines 1a through 21. See page 11 of the instructions for more information.

Income	1 a Gross receipts or sales	630,014	b Less returns and allowances		c Bal	1c	630,014
	2 Cost of goods sold (Schedule A, line 8)					2	346,213
	3 Gross profit. Subtract line 2 from line 1c					3	283,801
	4 Net gain (loss) from Form 4797, Part II, line 18 (attach Form 4797)					4	
	5 Other income (loss) (attach schedule)					5	
	6 TOTAL INCOME (LOSS). Combine lines 3 through 5					6	283,801
Deductions (see page 12 of the instructions for limitations)	7 Compensation of officers					7	28,993
	8 Salaries and wages (less employment credits)					8	
	9 Repairs and maintenance					9	2,561
	10 Bad debts					10	
	11 Rents					11	11,724
	12 Taxes and licenses					12	721
	13 Interest					13	31,433
	14 a Depreciation (if required, attach Form 4562)	14a	14,555				
	b Depreciation claimed on Schedule A and elsewhere on return	14b					
	c Subtract line 14b from line 14a					14c	14,555
	15 Depletion (DO NOT DEDUCT OIL AND GAS DEPLETION.)					15	
	16 Advertising					16	8,246
	17 Pension, profit-sharing, etc., plans					17	
	18 Employee benefit programs					18	
19 Other deductions (attach schedule)					19	114,934	
20 TOTAL DEDUCTIONS. Add the amounts shown in the far right column for lines 7 through 19					20	213,167	
21 Ordinary income (loss) from trade or business activities. Subtract line 20 from line 6					21	70,634	
Tax and Payments	22 TAX: a Excess net passive income tax (attach schedule)	22a					
	b Tax from Schedule D (Form 1120S)	22b					
	c Add lines 22a and 22b (see page 16 of the instructions for additional taxes)					22c	
	23 PAYMENTS: a 2002 estimated tax payments and amount applied from 2001 return	23a					
	b Tax deposited with Form 7004	23b					
	c Credit for Federal tax paid on fuels (attach Form 4136)	23c					
	d Add lines 23a through 23c					23d	
	24 Estimated tax penalty. Check if Form 2220 is attached <input type="checkbox"/>					24	
	25 TAX DUE. If the total of lines 22c and 24 is larger than line 23d, enter amount owed. See page 4 of the instructions for depository method of payment					25	
	26 OVERPAYMENT. If line 23d is larger than the total of lines 22c and 24, enter amount overpaid					26	
27 Enter amount of line 26 you want: CREDITED TO 2003 ESTIMATED TAX <input type="checkbox"/> REFUNDED <input type="checkbox"/>					27		

Sign Here

Under penalties of perjury, I declare that I have examined this return, including accompanying schedules and statements, and to the best of my knowledge and belief, it is true, correct, and complete. Declaration of preparer (other than taxpayer) is based on all information of which preparer has any knowledge.

Signature of officer _____ Date _____ **PRESIDENT** Title _____

May the IRS discuss this return with the preparer shown below (see instructions)? ☒ Yes ☐ No

Paid Preparer's Use Only

Preparer's signature _____ Date 8/9/2003 Check if self-employed ☒ Preparer's SSN or PTIN [REDACTED]

Firm's name (or yours if self-employed), address, and ZIP code **TAX ACCOUNTING OFFICE INC** EIN [REDACTED]
1732 WEST 540 NORTH, #5 Phone no. 435-628-1887
ST GEORGE State UT ZIP code 84770

(HTA) For Paperwork Reduction Act Notice, see the separate instructions.

Form **1120S** (2002)

SPORTS WAREHOUSE, INC.
dba SPORTSMAN'S WAREHOUSE
P.O. BOX 65128
South Salt Lake, Utah 84165-0128
(801)972-4822

WELLS FARGO BANK MONTANA, N.A.
404 West Broadway
Lewistown, MT 59457
93-516/929

124894
No.
124894

*FOUR HUNDRED TWENTY-EIGHT AND 45 / 100

DATE
04/30/2001

CHECK AMOUNT
*****428.45*

PAY
TO THE
ORDER
OF
GITZIT INC
PO BOX 3039
ST GEORGE, UT 84771

00-GIT001



THE REVERSE SIDE OF THIS DOCUMENT INCLUDES AN ARTIFICIAL WATERMARK - HOLD AT AN ANGLE TO VIEW

⑈ 124894 ⑈ ⑆ 092905168⑆ 4990012075 ⑈

DATE	INVOICE NO	COMMENT	AMOUNT	DISCOUNT	NET AMOUNT
04/19/2001	450	MDSE MIDVALE	437.06	8.61	428.45

CHECK:	124894	04/30/2001	GITZIT INC	CHECK TOTAL:	428.45
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GITZIT INC.
 853 PEDROCK ROAD
 P.O. BOX 3039
 ST. GEORGE, UT 84770
 U.S.A.
 Voice: 435-628-1011
 Fax: 435-628-5280

2

Invoice
 Invoice Number 450
 Invoice Date
 Apr 19, 2001
 Page 1

Sold To:
 SPORTSMAN'S WAREHOUSE
 P.O. BOX 65128
 SO. SALT LAKE, UT 84165-0128

Ship to:
 SPORTSMAN'S WAREHOUSE #1
 7035 S. 185 W.
 MIDVALE, UT 84047

Customer ID	Customer PO	Payment Terms	
SPOUT	119062	2% 10, Net 30 Days	
Sales Rep ID	Shipping Method	Ship Date	Due Date
	UPS Ground	4/19/01	5/19/01

Quantity	Item	Description	Unit Price	Extension
60.00	1616	LITTLE TOUGH GUY RIGGED3 PER PACK 1/16 OZ .LEAD HEAD 12 OF COLORS # 1 2 3 4 5	1.28	76.80
12.00	1816	MARABOU LTG 1/16 2 PK 12/#3	1.20	14.40
60.00	1614	LITTLE TOUGH GUY RIGGED 2 PER PACK 1/4 OZ .LEAD HEAD 12 OF COLORS # 1 2 3 4 5	1.38	82.80
12.00	1814	MARABOU LTG 1/4 2 PK 12/#4	1.28	15.36
36.00	1618	LITTLE TOUGH GUY RIGGED 3 PER PACK 1/8 OZ .LEAD HEAD 12 OF COLORS # 1 4 6	1.28	46.08
36.00	1818	MARABOU LTG 1/8 2 PK 12 OF COLORS # 1 4 6	1.20	43.20
12.00	81307	2.5 IN HARD TIME MINNOW 2 PACK RIGGED WITH 1/16 OZ PAINTED HEAD	1.18	14.16
12.00	83101	COLOR 307 TROUT 3.5 IN BABY BLUE EYES 3/8 OZ LIFE LIKE HEAD WITH SILICONE WHISKERS AND BLUE EYES 1 RIGGED 2 BODIES COLOR 101 DUSTY CAT	1.10	13.20

Check No:

Subtotal	Continued
Sales Tax	Continued
Freight	Continued
Total Invoice Amount	Continued
Payment Received	
TOTAL	Continued

FINANCE CHARGES WILL BE APPLIED TO ALL OVER DUE ACCOUNTS.

Form **1120** U.S. Corporation Income Tax Return **2000**

Department of the Treasury Internal Revenue Service

► Instructions are separate. See instructions for Paperwork Reduction Act Notice.

IRS use only — Do not write or staple in this space.

For calendar year 2000 or tax year beginning , 2000, ending , 20 OMB No. 1545-0123

A Check if a: 1 Consolidated return (attach Form 851) <input type="checkbox"/> 2 Personal holding company (attach Schedule PH) <input type="checkbox"/> 3 Personal service corp (as defined in Temp Regs Section 1.441-4T — see instructions) <input type="checkbox"/>		Use IRS label. Otherwise, please print or type.	Name GITZIT, INC.		B Employer Identification Number 87-0496851
Number, Street, and Room or Suite Number (If a P.O. box, see instructions.) PO BOX 3039			C Date Incorporated 05/06/92		
City or Town ST. GEORGE			State ZIP Code UT 84771	D Total Assets (see instructions) 	

E Check applicable boxes: (1) Initial return (2) Final return (3) Change of address \$ 131,171.

INCOME	1a Gross receipts or sales	823,689.	b Less returns & allowances		c Balance	1c	823,689.
	2 Cost of goods sold (Schedule A, line 8)					2	563,884.
	3 Gross profit. Subtract line 2 from line 1c					3	259,805.
	4 Dividends (Schedule C, line 19)					4	
	5 Interest					5	
	6 Gross rents					6	
	7 Gross royalties					7	
	8 Capital gain net income (attach Schedule D (Form 1120))					8	
	9 Net gain or (loss) from Form 4797, Part II, line 18 (attach Form 4797)					9	
	10 Other income (see instructions — attach schedule)					10	
	11 Total income. Add lines 3 through 10					11	259,805.
DEDUCTIONS	12 Compensation of officers (Schedule E, line 4)					12	39,000.
	13 Salaries and wages (less employment credits)					13	
	14 Repairs and maintenance					14	3,278.
	15 Bad debts					15	5,666.
	16 Rents					16	10,128.
	17 Taxes and licenses					17	1,274.
	18 Interest					18	17,119.
	19 Charitable contributions (see instructions for 10% limitation)					19	
	20 Depreciation (attach Form 4562)		28,603.			20	
	21 Less depreciation claimed on Schedule A and elsewhere on return	21a				21b	28,603.
	22 Depletion					22	
	23 Advertising					23	5,588.
	24 Pension, profit-sharing, etc. plans					24	
	25 Employee benefit programs					25	
	26 Other deductions (attach schedule) See Other Deductions Statement					26	94,064.
	27 Total deductions. Add lines 12 through 26					27	204,720.
	28 Taxable income before net operating loss deduction and special deductions. Subtract line 27 from line 11					28	55,085.
29 Less: a Net operating loss (NOL) deduction (see instructions)	29a	47,599.			29c	47,599.	
b Special deductions (Schedule C, line 20)	29b						
30 Taxable income. Subtract line 29c from line 28					30	7,486.	
31 Total tax (Schedule J, line 11)					31	1,123.	
TAX AND PAYMENTS	32 Payments:						
	a 1999 overpayment credited to 2000	32a					
	b 2000 estimated tax payments	32b					
	c Less 2000 refund applied for on Form 4466	32c					
	d Tax deposited with Form 7004	32d					
	e Credit for tax paid on undistributed capital gains (attach Form 2439)	32e					
	f Credit for federal tax on fuels (attach Form 4136). See instructions	32f					
	g Credit for federal tax on fuels (attach Form 4136). See instructions	32g				32h	
	33 Estimated tax penalty (see instructions). Check if Form 2220 is attached					33	60.
	34 Tax due. If line 32h is smaller than the total of lines 31 and 33, enter amount owed					34	1,183.
35 Overpayment. If line 32h is larger than the total of lines 31 and 33, enter amount overpaid					35		
36 Enter amount of line 35 you want: Credited to 2001 estimated tax Refunded					36		

Sign Here	Under penalties of perjury, I declare that I have examined this return, including accompanying schedules and statements, and to the best of my knowledge and belief, it is true, correct, and complete. Declaration of preparer (other than taxpayer) is based on all information of which preparer has any knowledge.	
	Signature of Officer	Date
Paid Preparer's Use Only	Preparer's Signature	Date
	Firm's Name (or yours if self-employed), Address, and ZIP Code	Check if self-employed <input checked="" type="checkbox"/>
	Preparer's SSN or PTIN	EIN
	Phone No.	

Form **1120** Department of the Treasury Internal Revenue Service **U.S. Corporation Income Tax Return 1999**

► Instructions are separate. See instructions for Paperwork Reduction Act Notice.

IRS use only — Do not write or staple in this space.

For calendar year 1999 or tax year beginning		1999, ending		OMB No. 1545-0123	
A Check if a: 1 Consolidated return (attach Form 851) <input type="checkbox"/> 2 Personal holding company (attach Schedule PH) <input type="checkbox"/> 3 Personal service corp (as defined in Temp Regs Section 1.441-4T — see instructions) <input type="checkbox"/>		Name GITZIT, INC. Number, Street, and Room or Suite Number (If a P.O. box, see instructions.) PO BOX 3039 City or Town ST. GEORGE State ZIP Code UT 84771		B Employer Identification Number 87-0496857 C Date Incorporated 05/06/92 D Total Assets (see instructions)	
E Check applicable boxes:		(1) Initial return	(2) Final return	(3) Change of address	\$ 109,218.
INCOME	1 a Gross receipts or sales		823,847.		b Less returns & allowances
	2 Cost of goods sold (Schedule A, line 8)				c Balance
	3 Gross profit. Subtract line 2 from line 1c				1c 823,847.
	4 Dividends (Schedule C, line 19)				2 619,858.
	5 Interest				3 203,989.
	6 Gross rents				4
	7 Gross royalties				5
	8 Capital gain net income (attach Schedule D (Form 1120))				6
	9 Net gain or (loss) from Form 4797, Part II, line 18 (attach Form 4797)				7
	10 Other income (see instructions — attach schedule)				8
	11 Total income. Add lines 3 through 10				9
DEDUCTIONS	12 Compensation of officers (Schedule E, line 4)				10
	13 Salaries and wages (less employment credits)				11 203,989.
	14 Repairs and maintenance				12 52,691.
	15 Bad debts				13
	16 Rents				14 580.
	17 Taxes and licenses				15 2,400.
	18 Interest				16 9,660.
	19 Charitable contributions (see instructions for 10% limitation)				17
	20 Depreciation (attach Form 4562)		20 12,029.		18 11,711.
	21 Less depreciation claimed on Schedule A and elsewhere on return		21 a		19
	22 Depletion				20 b 12,029.
	23 Advertising				21
	24 Pension, profit-sharing, etc, plans				22 1,665.
	25 Employee benefit programs				23
	26 Other deductions (attach schedule) . See Other Deductions Statement.				24
	27 Total deductions. Add lines 12 through 26				25 141,782.
	28 Taxable income before net operating loss deduction and special deductions. Subtract line 27 from line 11				26 232,518.
29 Less: a Net operating loss (NOL) deduction (see instructions)		29 a		27 -28,529.	
b Special deductions (Schedule C, line 20)		29 b		28	
TAX AND PAYMENTS	30 Taxable income. Subtract line 29c from line 28				29 c
	31 Total tax (Schedule J, line 12)				30 -28,529.
	32 Payments: a 1998 overpayment credited to 1999		32 a		31
	b 1999 estimated tax payments		32 b		
	c Less 1999 refund applied for on Form 4466		32 c		
	d Bal		32 d		
	e Tax deposited with Form 7004		32 e		
	f Credit for tax paid on undistributed capital gains (attach Form 2439)		32 f		
	g Credit for federal tax on fuels (attach Form 4136). See instructions		32 g		
	33 Estimated tax penalty (see instructions). Check if Form 2220 is attached				32 h
34 Tax due. If line 32h is smaller than the total of lines 31 and 33, enter amount owed				33	
35 Overpayment. If line 32h is larger than the total of lines 31 and 33, enter amount overpaid				34	
36 Enter amount of line 35 you want: Credited to 2000 estimated tax				35	
Refunded				36	

Sign Here

Under penalties of perjury, I declare that I have examined this return, including accompanying schedules and statements, and to the best of my knowledge and belief, it is true, correct, and complete. Declaration of preparer (other than taxpayer) is based on all information of which preparer has any knowledge.

Signature of Officer _____ Date _____ Title _____

Paid Preparer's Use Only

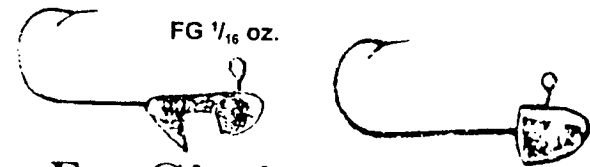
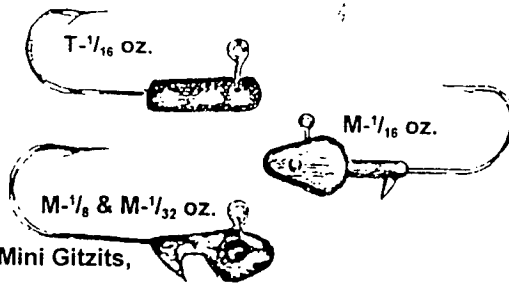
Preparer's Signature _____ Date 04/26/00 Check if self-employed ☒ Preparer's SSN or PTIN 528-68-8149
 Firm's Name (or yours if self-employed) and Address DAVID PERKINS
 80 N. STONE MOUNTAIN DRIVE
 SAINT GEORGE UT ZIP Code 84770

1998 Retail Price List

Mini

Designed for 1½", 2" and 3" Mini Gitzits, and Hard Time Minnows.

Hooks	#/Weight	6 Pack	50 Bag
#6	M-1/32 oz.	\$1.10	\$8.72
#4	M-1/16 oz.	\$1.10	\$8.72
#1	M-1/8 oz.	\$1.10	\$8.72
#4	T-1/16 oz.	\$1.10	\$8.72



Fat Gitzit

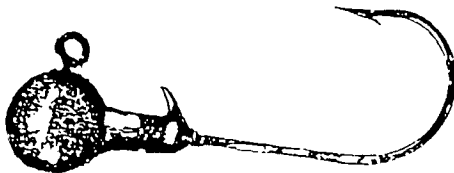
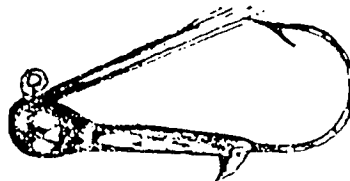
Designed for life-like fall when fishing.

Hooks	#/Weight	PK	Bag Size
#2/0	FG-1/16 oz.	5 bag \$1.21	60 bag \$12.84
#2/0	FG-1/8 oz.	5 bag \$1.21	60 bag \$12.84
#2/0	FG-1/4 oz.	4 bag \$1.21	60 bag \$12.84
#3/0	FG-3/8 oz.	4 bag \$1.21	50 bag \$12.84
#4/0	FG-1/2 oz.	4 bag \$1.21	50 bag \$12.84

Weed Fiber Guard

For Spider & Baby Spider

Hooks	#/Weight	4 Pack
#2/0	WBS-1/8 oz.	\$2.10
#5/0	WBS-1/4 oz.	\$2.10



Ball Head

Painted ball heads with painted eye. All sizes. Painted by Powder Coating Method, will not chip. State Black, White, Chartreuse or Red. All ball head, painted or unpainted are constructed with Wright McGill style 570 2/0 hooks.

Hooks	#/Weight	Order #	6 Pack	50 Pack
#2/0	BH-1/16 oz.	74116	99¢	\$7.50
#2/0	BH-1/8 oz.	74018	99¢	\$7.50
#2/0	BH-1/4 oz.	74014	99¢	\$7.50

1/16 oz. Painted eye, 6 Pack 1/16 oz. Painted eye, 50 Pk

Color	Order #	Price	Order #	Price
Black	74216	\$1.37	33216	\$10.69
White	74316	\$1.37	33316	\$10.69
Chartr.	74416	\$1.37	33416	\$10.69
Red	74516	\$1.37	33516	\$10.69

1/8 oz. Painted eye, 6 Pack 1/8 oz. Painted eye, 50 Pk

Color	Order #	Price	Order #	Price
Black	74218	\$1.37	33218	\$10.69
White	74318	\$1.37	33318	\$10.69
Chartr.	74418	\$1.37	33418	\$10.69
Red	74518	\$1.37	33518	\$10.69

1/4 oz. Painted eye, 6 Pack 1/4 oz. Painted eye, 50 Pk

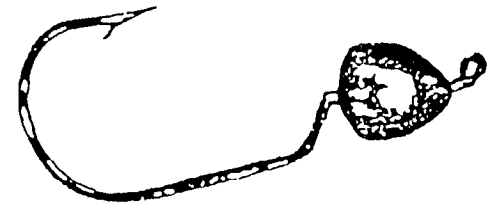
Color	Order #	Price	Order #	Price
Black	74214	\$1.37	33214	\$10.69
White	74314	\$1.37	33314	\$10.69
Chartr.	74414	\$1.37	33414	\$10.69
Red	74514	\$1.37	33514	\$10.69



Texas Rigger Lead

(WEEDLESS) Designed for Gitzits, worms & grubs.

Hooks	#/Weight	6 PK	50 Bag
#4/0	TR-1/16 oz.	\$1.59	\$11.90
#4/0	TR-1/8 oz.	\$1.59	\$11.90
#4/0	TR-1/16 oz.	\$1.59	\$11.90
#4/0	TR-1/4 oz.	\$1.59	\$11.90



Stand Up

Designed for Spider Jigs

Hooks	#/Weight	4 Pack	50 Bag
#2/0	SP-1/4 oz.	\$1.37	\$14.49
#4/0	SP-3/8 oz.	\$1.37	\$14.49

Gitzit Kits

2½ inch or 3½ inch
**FAT GITZIT
POCKET PAC**

25 Gitzits in
assorted colors
plus
Ten ⅛ oz. Gitzits
Heads
\$5.98

**60 MINI JIG
POCKET
PACK**

50 assorted
1½ inch Mini Jigs
plus
10 assorted Leade
Hooks
\$2.99

**33 PIECE HARD
TIME MINNOW
POCKET PACK**

25 assorted HTM plus
8 Leaded Hooks
\$3.99



Gitzit Hat

Khaki with Teal Brim
Gitzit in Red and Inc. in Blue
Best Quality
\$8.50

Sweatshirt

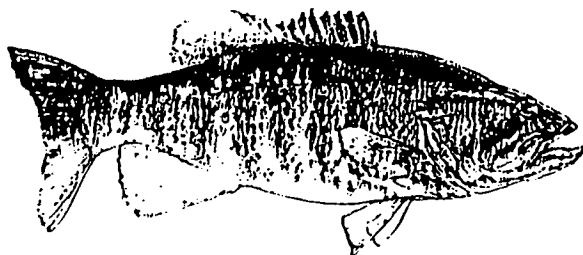
Heavy Weight Cotton & Poly
Off White
Order L, XL & XXL
\$24.00



T-Shirts

Heavy Weight 50/50
White only
Order L, XL & XXL
\$10.00

GITZIT™
INCORPORATED



1998 PRICE LIST

1-801-628-1011
For Orders Only
1-800-727-5873
FAX 1-801-628-5280

*Please make checks payable to:
Gitzit Inc. and enclose \$5.00
for Shipping & Handling.
On larger orders UPS Shipping
charges will be added to invoice
& a \$1 Handling charge.*

TERMS:

PAYMENT TERMS: 2% 10 days from deliver, net 30. A Finance Charge of 2% per month will be charged on all accounts over 30 days. All orders not on Approved Credit will be shipped C.O.D.

RETURNS: All returns for Credit must be authorized. Authorization can be obtained by contacting Gitzit, Inc. at (801) 628-1011. All unauthorized returns will be refused. An 18% restocking charge will be assessed on all merchandise returned.

REFUSED SHIPMENT: Shipping will be charged back to the company on all refused orders or added to the next invoice.

CLAIMS: Gitzit, Inc. must be notified of any claims, shortages or over charges etc. within 5 days of receipt of your order or claims will not be credited.

GITZIT™
INCORPORATED

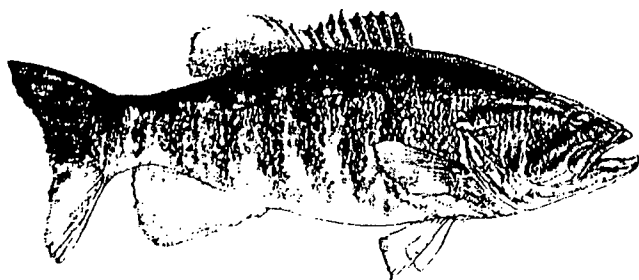
BASS'N MAN®

P.O. Box 3039

St. George, UT 84771

GITZITTM

INCORPORATED



Bass'N Man Lures

1997 PRICE LIST

1-801-628-1011

For Orders Only

1-800-727-5873

FAX 1-801-628-5280

TERMS:

PAYMENT TERMS: 2% 10 days from deliver, net 30. A Finance Charge of 2% per month will be charged on all accounts over 30 days. All orders not on Approved Credit will be shipped C.O.D.

RETURNS: All returns for Credit must be authorized. Authorization can be obtained by contacting Gitzit, Inc. at (801) 628-1011. All unauthorized returns will be refused. An 18% restocking charge will be assessed on all merchandise returned.

REFUSED SHIPMENT: Shipping will be charged back to the company on all refused orders or added to the next invoice.

CLAIMS: Gitzit, Inc. must be notified of any claims, shortages or over charges etc. within 5 days of receipt of your order or claims will not be credited.

GITZITTM
INCORPORATED
BASS'N MAN®
P.O. Box 3039
St. George, UT 84771

DIST. you CAN
I HOPE THE PRICES
READ

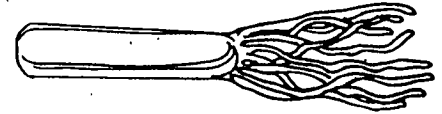
4 PACK 93¢ 3 PK RIGGED 93¢

Distributor Price List

Fat Gitzits

2 1/2" (2FG), 3 1/2" Fat Gitzit (FG). 4 1/4" Jumbo Gitzit (JFG).
1/16" - 1/8" head available in 4 pk w/ (2) 1/8 oz. & 1/16 oz.

BULK PRICE: \$110.00 per 1,000
Min. order - 1,000 of the same color



ORDER # (Use When Ordering)	2FG 2 1/2" Gitzit	FG 3 1/2" Fat Gitzit	JFG 4 1/4" Jumbo Gitzit
4 PK + 3 Gitzit Hooks	.80	.93	1.29
10 PK	1.20	1.28	2.07
50 PK	6.15	6.19	8.81
100 PK	11.49	12.38	17.00

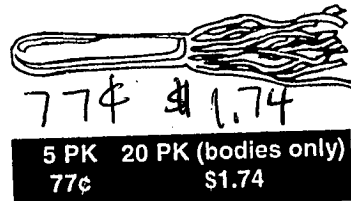
ORDER #	AVAILABLE COLORS
FG-128	Smoke w/Purple Copper Flake
FG-136	Olive/Smoke Red Sparkle Tail
FG-160	Motor oil/Red Sparkle
FG-170	Clear/Multi Sparkle
FG-185	Salt & Pepper
FG-190	Goldfish Salt & Pepper
FG-195	Brown Crawfish/Salt & Pepper
FG-200	Green Crawfish/Salt & Pepper
FG-205	Black Multi Sparkle
FG-210	Smoke/Red & Black Sparkle
FG-215	Chartreuse Salt & Pepper
FG-219	Summer Crow
FG-220	Bluegill/Salt & Pepper
FG-245	Orange Body/Brown Crawfish Tail
FG-250	Brown Crawfish Body/Salt & Pepper Tail
FG-270	Green Crawfish Body/Shrimp Salt & Pepper Tail
FG-280	Black Body/Chartreuse Salt & Pepper Tail

ORDER #	AVAILABLE COLORS
FG-295	June Bug Salt & Pepper
FG-300	Brown Crawfish W/Green Sparkle
FG-305	Lemon Pepper
FG-315	Clear Salt & Pepper w/ Green Sparkle
FG-355	Brown Crawfish/Goldfish Salt & Pepper Tail
FG-365	Cotton Candy
FG-370	Brown Crawfish/Chartreuse Salt & Pepper Tail
FG-375	Changeable Crawfish
FG-380	Hot Pink
FG-390	Shad Sparkle Multi Sparkle
FG-395	Green Crawfish Body/Salt & Pepper Tail
FG-400	June Bug Body/Chartreuse Tail
FG-405	Sunfish Body/Goldfish Tail
FG-420	Brown Body/Green Laminated Orange Tail
FG-426	Orange Pepper/Chartreuse Tail

*All previous stock & special colors can be still obtained by special request.

3 in. Mini Jig

Popular for smallmouth bass and walleye's.
Comes 5 per pack with two 1/8 oz. Jig Heads.



5 PK 20 PK (bodies only)
77¢ \$1.74

ORDER #	AVAILABLE COLORS
3MJ-47	Pearl White
3MJ-96-S	Chartreuse Sparkle
3MJ-102	Clear Sparkle
3MJ-103	Smoke Sparkle
3MJ-185	Salt & Pepper
3MJ-195	Brown Crawfish/Salt & Pepper
3MJ-200	Green Crawfish

ORDER #	AVAILABLE COLORS
3MJ-215	Chartreuse Salt & Pepper
3MJ-280	Black Body/Chartreuse Salt & Pepper Tail
3MJ-370	Brown Crawfish/Chartreuse Salt & Pepper Tail
3MJ-390	Shad Multi Sparkle

*All previous stock colors can be still obtained by special request.

1 1/2 Mini Jigs

Great for trout crappie and all pan fish. An ice fishing favorite.
Comes 3 per pack rigged - 1/32 oz. w/# 6 hook (1 MJ 32),
1/16 oz. w/# 4 hook (1 MJ 16). Also Variety Pack - 8 bodies
and 4 leaded hooks.



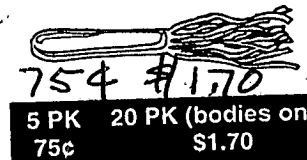
3 PK Rigged Variety PK
49¢ 68¢

ORDER #	AVAILABLE COLORS
MJ-04	Red Body/White Tail
MJ-05	Yellow Body/Pearl White Tail
MJ-20	Black Body/Pearl White Tail
MJ-24	Red Body/Chartreuse Tail
MJ-25	Green Body/Chartreuse Tail
MJ-47	Pearl White
MJ-47G	Glow
MJ-80-P	Silver Shad/Smoke Tail
MJ-96	Chartreuse
MJ-96-S	Chartreuse Sparkle
MJ-102	Clear Sparkle
MJ-103	Smoke Sparkle

ORDER #	AVAILABLE COLORS
MJ-105	Gold/Gold
MJ-136	Olive/Smoke Red Sparkle Tail
MJ-160	Motor oil/Red Sparkle
MJ-170	Clear/Multi Sparkle
MJ-185	Salt & Pepper
MJ-195	Brown Crawfish/Salt & Pepper
MJ-200	Green Crawfish/Salt & Pepper
MJ-205	Black Multi Sparkle
MJ-210	Smoke/Red & Black Sparkle
MJ-215	Chartreuse Salt & Pepper
MJ-220	Bluegill/Salt & Pepper

*All previous stock colors can be still obtained

Baby Gitzit



5 PK 20 PK (bodies only)
75¢ \$1.70

2" Long Packaged 5 per pack w/ (2) 1/16 oz.
Inside leaded hooks.

ORDER #	AVAILABLE COLORS
BG-136	Olive/Smoke Red Sparkle Tail
BG-170	Clear/Multi Sparkle
BG-185	Salt & Pepper
BG-190	Goldfish Salt & Pepper
BG-195	Brown Crawfish/Salt & Pepper
BG-200	Green Crawfish/Salt & Pepper
BG-215	Chartreuse Salt & Pepper
BG-295	June Bug Salt & Pepper

Kits 60 Pc. Pocket Pack \$2.99
50-1 1/2 Mini Jigs in assort. colors
+ 10 Jig Heads in
a great Plastic Box

2.99

ORDER #	AVAILABLE COLORS
MJ-245	Orange Body/Brown Crawfish Tail
MJ-280	Black Body/Chartreuse Salt & Pepper Tail
MJ-295	June Bug Salt & Pepper
MJ-305	Lemon Pepper
MJ-365	Cotton Candy
MJ-370	Brown Crawfish/Chartreuse Salt & Pepper Tail
MJ-375	Changeable Crawfish
MJ-380	Hot Pink
MJ-400	June Bug Body/Chartreuse Tail

Form 1120

Department of the Treasury
Internal Revenue Service

U.S. Corporation Income Tax Return

OMB NO. 1545-0123

For calendar year 1996 or tax year beginning _____, 1996, ending _____, 19
► Instructions are separate. See instructions for Paperwork Reduction Act Notice.

1996

A Check if a:

1 Consolidated return (attach Form 851) ☐2 Personal holding co (attach Sch PH) ☐3 Personal service corp (as defined in Temp Regs sec 1.441-41 see instructions) ☐

Use IRS label. Otherwise, please print or type.

Name

GITZIT, INC.

Number, Street, and Room or Suite Number (If a P.O. box, see instructions.)

PO BOX 3039

City or Town

ST. GEORGE

State ZIP Code

UT 84771

B Employer ID Number

87-0496857

C Date Incorporated

05/06/92

D Total Assets (see instructions)

E Check applicable boxes:

(1)

Initial return

(2)

Final return

(3)

Change of address

\$

126,703.

INCOME	1 a Gross receipts or sales	417,414.	b Less returns & allowances		c Balance	1 c	417,414.
	2 Cost of goods sold (Schedule A, line 8)				2	185,722.	
	3 Gross profit. Subtract line 2 from line 1c				3	231,692.	
	4 Dividends (Schedule C, line 19)				4		
	5 Interest				5		
	6 Gross rents				6		
	7 Gross royalties				7		
	8 Capital gain net income (attach Schedule D (Form 1120))				8		
	9 Net gain or (loss) from Form 4797, Part II, line 20 (attach Form 4797)				9		
	10 Other income (see instructions — attach schedule)				10		
	11 Total income. Add lines 3 through 10				11	231,692.	
DEDUCTIONS SEE INSTRUCTIONS	12 Compensation of officers (Schedule E, line 4)				12	65,000.	
	13 Salaries and wages (less employment credits)				13	50,735.	
	14 Repairs and maintenance				14		
	15 Bad debts				15		
	16 Rents				16	13,210.	
	17 Taxes and licenses				17	3,939.	
	18 Interest				18		
	19 Charitable contributions (see instructions for 10% limitation)				19		
	20 Depreciation (attach Form 4562)	20	2,435.				
	21 Less depreciation claimed on Schedule A and elsewhere on return	21 a			21 b	2,435.	
	22 Depletion				22		
	23 Advertising				23	2,014.	
	24 Pension, profit-sharing, etc. plans				24		
	25 Employee benefit programs				25		
	26 Other deductions (attach schedule) See Other Deductions Statement				26	9,772.	
	27 Total deductions. Add lines 12 through 26				27	147,105.	
	28 Taxable income before net operating loss deduction and special deductions. Subtract line 27 from line 11				28	84,587.	
	29 Less: a Net operating loss deduction (see instructions)	29 a					
	b Special deductions (Schedule C, line 20)	29 b			29 c		
TAX AND PAYMENTS	30 Taxable income. Subtract line 29c from line 28				30	84,587.	
	31 Total tax (Schedule J, line 10)				31	17,010.	
	32 Payments: a 1995 overpayment credited to 1996	32 a					
	b 1996 estimated tax payments	32 b	15,500.				
	c Less 1996 refund applied for on Form 4466	32 c					
	d Bal	32 d	15,500.				
	e Tax deposited with Form 7004	32 e					
	f Credit from regulated investment companies (attach Form 2439)	32 f					
	g Credit for federal tax on fuels (attach Form 4136). See instructions	32 g			32 h	15,500.	
	33 Estimated tax penalty (see instructions). Check if Form 2220 is attached				33	914.	
34 Tax due. If line 32h is smaller than the total of lines 31 and 33, enter amount owed				34	2,424.		
35 Overpayment. If line 32h is larger than the total of lines 31 and 33, enter amount overpaid				35			
36 Enter amount of line 35 you want: Credited to 1997 estimated tax				36			

Sign Here

Under penalties of perjury, I declare that I have examined this return, including accompanying schedules and statements, and to the best of my knowledge and belief, it is true, correct, and complete. Declaration of preparer (other than taxpayer) is based on all information of which preparer has any knowledge.

Signature of Officer

Date

Title

Paid Preparer's Use Only

Preparer's Signature

Date

Check if self-employed ☒

Preparer's Social Security Number

528-68-8149

Firm's Name (or yours if self-employed) and Address

David Perkins
265 NORTH DIXIE, #31
ST. GEORGE

UT

ZIP Code 84770

CONFIDENTIALForm **1120****U.S. Corporation Income Tax Return**

OMB NO. 1545-0123

Department of the Treasury
Internal Revenue ServiceFor calendar year 1995 or tax year beginning _____, 1995, ending _____, 19
▶ See instructions for Paperwork Reduction Act Notice.**1995**

A Check if a: 1 Consolidated return (attach Form 851) <input type="checkbox"/> 2 Personal holding co (attach Sch PH) <input type="checkbox"/> 3 Personal service corp (as defined in Regs. sec. 1.441-4) <input type="checkbox"/>		Use IRS label. Otherwise, please print or type. Name GITZIT, INC. Number, Street, and Room or Suite Number (if a P.O. box, see instructions.) PO BOX 3039 City or Town ST. GEORGE State UT ZIP Code 84771	B Employer ID Number 87-0496857 C Date Incorporated 05/06/92 D Total Assets \$
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E Check applicable boxes:		(1) Initial return	(2) Final return	(3) Change of address		
INCOME	1a Gross receipts or sales	296,278.	1b Less returns & allowances		1c Balance	296,278.
	2 Cost of goods sold (Schedule A, line 8)				2	190,826.
	3 Gross profit. Subtract line 2 from line 1c				3	105,452.
	4 Dividends (Schedule C, line 19)				4	
	5 Interest				5	
	6 Gross rents				6	
	7 Gross royalties				7	
	8 Capital gain net income (attach Schedule D (Form 1120))				8	
	9 Net gain or (loss) from Form 4797, Part II, line 20 (attach Form 4797)				9	
	10 Other income (see instructions - attach schedule)				10	
	11 Total income. Add lines 3 through 10				11	105,452.
DEDUCTIONS	12 Compensation of officers (Schedule E, line 4)				12	
	13 Salaries and wages (less employment credits)				13	57,762.
	14 Repairs and maintenance				14	
	15 Bad debts				15	
	16 Rents				16	10,205.
	17 Taxes and licenses				17	95.
	18 Interest				18	
	19 Charitable contributions (see instructions for 10% limitation)				19	
	20 Depreciation (attach Form 4562)	20	2,021.			
	21 Less depreciation claimed on Schedule A and elsewhere on return	21a		21b	2,021.	
	22 Depletion				22	
	23 Advertising				23	886.
	24 Pension, profit-sharing, etc, plans				24	
	25 Employee benefit programs				25	
	26 Other deductions (attach schedule) - See Other Deductions Statement				26	5,500.
	27 Total deductions. Add lines 12 through 26				27	76,469.
	28 Taxable income before net operating loss deduction and special deductions. Subtract line 27 from line 11				28	28,983.
29 Less: a Net operating loss deduction	29a	31,757.				
b Special deductions (Schedule C, line 20)	29b		29c	31,757.		
30 Taxable income. Subtract line 29c from line 28				30	-2,774.	
31 Total tax (Schedule J, line 10)				31	0.	
TAX AND PAYMENTS	32 Payments: a 1994 overpayment credited to 1995	32a				
	b 1995 estimated tax payments	32b				
	c Less 1995 refund applied for on Form 4466	32c		d Bal	32d	
	e Tax deposited with Form 7004			32e		
	f Credit from regulated investment companies (attach Form 2439)			32f		
	g Credit for federal tax on fuels (attach Form 4136)			32g		
	33 Estimated tax penalty. Check if Form 2220 is attached			33		
	34 Tax due. If line 32h is smaller than the total of lines 31 and 33, enter amount owed			34	0.	
	35 Overpayment. If line 32h is larger than the total of lines 31 and 33, enter amount overpaid			35		
	36 Enter amount of line 35 you want: Credited to 1996 estimated tax			36		

Sign Here

Under penalties of perjury, I declare that I have examined this return, including accompanying schedules and statements, and to the best of my knowledge and belief, it is true, correct, and complete. Declaration of preparer (other than taxpayer) is based on all information of which preparer has any knowledge.

Signature of Officer	Date	Title
----------------------	------	-------

Paid Preparer's Use Only

Preparer's Signature	Date	Check if self-employed <input type="checkbox"/>	Preparer's Social Security Number
Firm's Name (or yours if self-employed) and Address	EIN		ZIP Code

Utah State Tax Commission
210 N 1950 W, Salt Lake City, Utah 84134
**Utah Corporation Franchise
or Income Tax Return**

1994
TC-20
Rev. 12/98

This return is for the calendar year ending Dec. 31, 1998, or fiscal year beginning _____, 19____ and ending _____, 19____.

☐ Check box if name or address changed.

☐ AMENDED RETURN

See page 5 for "THE REASONS FOR AMENDING" and enter the number in this box → ☐

Corporation name GITZIT, INC.		Employer Identification Number 87-0496857
Address PO BOX 3039		Utah Charter number
City ST. GEORGE		Telephone number (435) 628-1011
State UT	ZIP code 84771	

NOTE: ATTACH ONLY THE FIRST FOUR PAGES OF YOUR FEDERAL RETURN.
Corporations included in combined filings must complete Schedule M.

Check box

1. Check if this corporation conducted any UTAH business activity during the taxable year. ☒ 1. ☐ 2.
2. Check if this corporation joined in a federal consolidated return. ☐ 3a. ☐ 3b. ☐ 3c. ☐
3. Check if this return constitutes (check no more than one box): (see "Combined Reports", page 3)
 - a. A "water's edge" combined report
 - or b. A "water's edge" election under Utah Code Section 59-7-402(2)
 - or c. A "worldwide" combined report
4. If an election has been made or considered to have been made on behalf of any member of the federal affiliated group during the taxable year, check the appropriate box(es) and attach a schedule showing names of target corporation(s) and details of such transaction(s). See page 4 of the General Instructions.
 - a. IRC 338 ☐ 4a. ☐
 - b. IRC 338 (h)(10) ☐ 4b. ☐
 - c. IRC 336 (e) ☐ 4c. ☐
5. Check if this return includes one or more financial institutions as defined by Utah Rules. ☐ 5. ☐
6. What is the ultimate U.S. parent's name? • _____
7. What is the ultimate U.S. parent's EIN? • _____
8. Net Refund (from Schedule A, line 23) ☐ 8 ☐ 9 ☐ 10
9. Net Tax Due (from Schedule A, line 24) ☐ 8 ☐ 9 ☐ 10
10. Total the penalties and interest listed below and enter on this line
Late filing penalty \$ _____ Interest \$ _____ Late payment \$ _____
penalty
Penalty for underpayment of required prepayment \$ _____ Extension penalty \$ _____
11. TOTAL REFUND (subtract line 10 from line 8) ☐ 11 ☐ 12 ☐ 100
12. TOTAL TAX REMITTED (add lines 9 and 10) Make check payable to: UTAH STATE TAX COMMISSION ☐ 12 ☐ 100

Check the box for each schedule attached ☒ Schedule A ☐ Schedule B, C, and D ☐ Schedule H ☐ Schedule J ☐ Schedule M

Under penalties of perjury, I declare that to the best of my knowledge and belief, this return and accompanying schedules reflect my true tax status.

Signature of officer

Paid Preparer's Section	Paid preparer's signature <i>David Perkins</i>	Date signed 6-25-99	Check if self-employed <input checked="" type="checkbox"/>	Title		
	Firm's name (or yours if self-employed) DAVID PERKINS	Telephone number 435-628-1887	Preparer's Social Security Number 528-68-8149			
	Paid preparer's complete address 265 N. DIXIE DRIVE, #12	City ST. GEORGE	Employer Identification Number			
		State UTAH	ZIP code 84771			

Utah State Tax Commission
210 N 1950 W, Salt Lake City, Utah 84134
**Utah Corporation Franchise
or Income Tax Return**

1992
TC-20
Rev. 12/98

This return is for the calendar year ending Dec. 31, 1998, or fiscal year beginning _____, 19 _____ and ending _____, 19 _____.

☐ Check box if name or address changed.

AMENDED RETURN

See page 5 for "THE REASONS FOR AMENDING" and enter the number in this box: ☐

Corporation name GITZIT, INC.		Employer Identification Number 87-0496857
Address PO BOX 3037		Utah Charter number
City ST. GEORGE		Telephone number (435) 628-1011
State UT	ZIP code 84771	

NOTE: ATTACH ONLY THE FIRST FOUR PAGES OF YOUR FEDERAL RETURN.
Corporations included in combined filings must complete Schedule M.

Check box

1. Check if this corporation conducted any UTAH business activity during the taxable year. ☒ 1. ☐ 2.
2. Check if this corporation joined in a federal consolidated return. ☐ 3a. ☐ 3b. ☐ 3c. ☐
3. Check if this return constitutes (check no more than one box): (see "Combined Reports", page 3)
 - a. A "water's edge" combined report ☐
 - or b. A "water's edge" election under Utah Code Section 59-7-402(2) ☐
 - or c. A "worldwide" combined report ☐
4. If an election has been made or considered to have been made on behalf of any member of the federal affiliated group during the taxable year, check the appropriate box(es) and attach a schedule showing names of target corporation(s) and details of such transaction(s). See page 4 of the General Instructions.
 - a. IRC 338 ☐ 4a. ☐
 - b. IRC 338 (h)(10) ☐ 4b. ☐
 - c. IRC 336 (e) ☐ 4c. ☐
5. Check if this return includes one or more financial institutions as defined by Utah Rules. ☐ 5. ☐
6. What is the ultimate U.S. parent's name? • _____
7. What is the ultimate U.S. parent's EIN? • _____
8. Net Refund (from Schedule A, line 23) _____
9. Net Tax Due (from Schedule A, line 24) _____

10. Total the penalties and interest listed below and enter on this line

Late filing penalty \$ _____ Interest \$ _____ Late payment \$ _____
penalty

Penalty for underpayment of required prepayment \$ _____ Extension penalty \$ _____

11. TOTAL REFUND (subtract line 10 from line 8) _____

12. TOTAL TAX REMITTED (add lines 9 and 10) Make check payable to: UTAH STATE TAX COMMISSION _____

Check the box for each schedule attached ☒ Schedule A ☐ Schedule B, C, and D ☐ Schedule H
☐ Schedule J ☐ Schedule M

Official Use Only

Under penalties of perjury, I declare that to the best of my knowledge and belief, this return and accompanying schedules reflect my true tax status.

Signature of officer

Date signed

Title

Paid Preparer's Section	Paid preparer's signature <i>David Perkins</i>	Date signed 6-25-99	Check if self-employed <input checked="" type="checkbox"/>	Preparer's Social Security Number 528-68-8149
	Firm's name (or yours if self-employed) DAVID PERKINS	Telephone number 435-628-1887	Employer Identification Number	
	Paid preparer's complete address 265 N. DIXIE DRIVE, #12	City ST. GEORGE	State UTAH	ZIP code 84771

GITZIL, INC.
P.O. BOX 3039
ST. GEORGE, UT. 84771

*
* INVOICE *

PAID JUL 27 1992

Invoice Number: 000227

Invoice Date: 06/25/92

Page: 1

Sold INDEPENDENT SUPPLY CO. INC
To: 10 HIGHTOP LANE
JERICHO, NY 11753

Ship INDEPENDENT SUPPLY CO. INC
To: 10 HIGHTOP LANE
JERICHO, NY 11753

Ship Via.:
Ship Date: 06/25/92
Due Date: 06/25/92
Terms: C.O.D.

Cust I.D.: 11753
P.O. Number:
P.O. Date: 06/25/92
Our Order No.:
Salesperson:

Item I.D./Desc.	Ordered	Shipped	Unit	Price	Net	TX
3MJ 20 50PK	1.00	0.00		0.0000	0.00	E
B/D						
3MJ 24 50PK	1.00	1.00		7.5900	7.59	E
3MJ 25 100PK	1.00	1.00		15.1700	15.17	E
3MJ 80 50PK	1.00	1.00		7.5900	7.59	E
3MJ 96 50PK	1.00	1.00		7.5900	7.59	E
3MJ 102 50PK	1.00	1.00		7.5900	7.59	E
3MJ 118 100PK	1.00	1.00		15.1700	15.17	E
3MJ 136 50PK	1.00	1.00		7.5900	7.59	E
3MJ 195 50PK	1.00	1.00		7.5900	7.59	E
3MJ 200 50PK	1.00	1.00		7.5900	7.59	E
3MJ 210 50PK	1.00	1.00		7.5900	7.59	E
3MJ 220 50PK	1.00	1.00		7.5900	7.59	E
3MJ 245 100PK	1.00	1.00		15.1700	15.17	E
3MJ 280 50PK	1.00	1.00		7.5900	7.59	E

Subtotal:

121.41

EXHIBIT 'C'

ASSIGNMENT OF TRADENAME GITZIT

October 27, 1990

Kingman, Arizona

ASSIGNMENT of TRADENAME "GITZIT"

The parties to this assignment are Linda J Garland, whose address is P.O.Box 480, Washington, Utah 84780 (hereinafter referred to as "Assignor"), and Garry Garland/Canyon Lures whose business address is 2445 Northern Avenue, Kingman, Arizona 86401. (Hereinafter referred to as "Assignee").

Whereas Assignor has recieved the approximate sum of ninty three hundred dollars and has not recieved a payment since July 1990 she is putting into action the Collateral assignment of Trademark and Trade names as issued her by Gulf Eastern Corporation and its CEO David N. Morton. (Exhibit A)

Whereas Assignor is a participant in the Stock Purchase agreement between Bass'n Man Lure Co.,Inc. and Gulf Eastern Corporation, and Garland Manufacturing owning the trademarks, and knowing for a stated fact that there was and is no good will transferred with the documents in either case, Assignor is thus Assigning the use of the tradename, "GITZIT", (Exhibit B) to Assignee to be used in any way he may find beneficial to his interests with the exceptionation of any claim and or restriction that Bobby G. Garland may have upon the name.

As "Assignor" of the trade name I must state here that in fact the rightful owner of the Trademarks and Tradenames

is and shall be assigned to Bobby G. Garland as soon as possible.

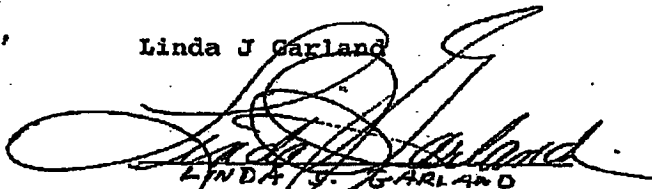
Upon "Assignor" issuing this Assignment she requests that Bobby G. Garland, for the good of both Assignee and himself, assign the good will and use of this trade name as prescribed above. If no document be found, to this date, issued in opposition of this request then this shall be the legal issuance which determines the right of Assignee to put into use and keep in use the trade name "GITZIT", from this day forward until Assignee no longer has a use for the trade name.

Signed before me this DAY Below.

Dated this 27th day of October 1990

ASSIGNOR:

Linda J Garland


LINDA J. GARLAND

ASSIGNEE:



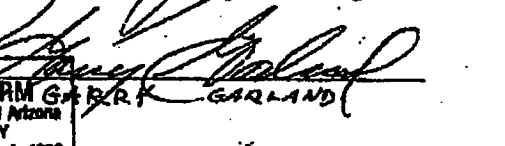

Doug Dusharm
NOTARY PUBLIC

EXHIBIT ‘D’

SECURITY AGREEMENT

SECURITY AGREEMENT

Inception Date September 30, 1988

Debtor(s) Bobby and Linda Garland d/b/a
 Name(s) Bass 'N Man Lure Company
 & 507 North 1300 East
 Address(es) St. George, Utah 84770

Secured Party's Name & Address } Five County Association of Govts.
P.O. Box 1550
St. George, Utah 84770

TYPE OF SECURITY AGREEMENT:

- ☒ Consumer Goods ☒ Equipment ☒ Inventory for Resale or Lease
☒ Inventory, Accounts & Contract Rights

The undersigned Debtor(s) (hereinafter, whether one or more, called Borrower) hereby grants to the above-named Secured Party a Security Interest under the Uniform Commercial Code in the following described property (hereinafter called Collateral) subject to all applicable conditions contained herein, and including all proceeds, products and accessions thereto:

All machinery, equipment, furniture, inventory, fixtures, accounts receivable, and general intangibles now owned or hereinafter acquired, and proceeds thereof.

together with all parts, accessories, repairs, improvements, accessions, substitutions and replacements thereto at any time hereafter made or acquired.

All property of every kind and description in which the Borrower has or may acquire any interest now or hereafter at any time in the possession or control of the Secured Party for any reason including, without limitation, property delivered to the Secured Party as Collateral for safekeeping, or for collection or exchange for other property, and all dividends and distributions on and other rights in connection with such property. No after-acquired property Security Interest attaches to consumer goods other than accessions unless the Borrower acquires rights in them within 10 days after the Secured Party gives value;

All other equipment (as defined in the Uniform Commercial Code) hereafter at any time acquired by Borrower or in which Borrower obtains rights;

All personal property now owned or hereafter at any time acquired by Borrower, which is held for sale or lease, or is furnished or to be furnished under contracts of service, or is held as raw materials, work in process or materials used or consumed or to be used or consumed in Borrower's business, and all manufacturing and processing rights, patents, patent rights, licenses, trademarks, trade names and copyrights in connection therewith, including, without limiting the generality of the foregoing: All Documents of Title now existing or hereafter at any time acquired by Borrower and covering Goods of any type or kind hereinabove described;

All Accounts (rights to payment for Goods sold or leased or for services rendered) of Borrower now existing or hereafter at any time acquired;

All Contract Rights (rights to payment under a contract for the sale or lease of Goods or the furnishing of services, which rights have not been earned by performance) of Borrower now existing or hereafter at any time arising;

To secure payment to the Secured Party at the address stated above all Borrower's promissory notes, debts, obligations and liabilities to Secured Party arising out of existing, concurrent or future credit granted by Secured Party to Borrower, to Borrower and another, or to another guaranteed or endorsed by Borrower, or howsoever created (hereinafter called Secured Obligations). However, on all transactions covered by Truth in Lending, when Borrower's notes, debts, obligations and liabilities to Secured Party arising out of existing, concurrent and future credit granted by Secured Party are secured by this Security Agreement, it will be so indicated on the document that evidences the transaction. Therefore this Security Agreement will in no way secure any form of Consumer Credit governed by the Truth in Lending Act unless the document which evidences the Consumer Credit Transaction indicates by proper disclosure that the Transaction is secured by this Security Agreement.

Borrower Warrants, Represents and Agrees:

1. The Collateral is/will be kept or used at the following location or locations if different than above:

Same as noted above.

and will not be removed from such location or locations unless, prior to any such removal, Borrower has given written notice to the Secured Party of the location or locations to which Borrower desires to remove the Collateral and the Secured Party has given its written consent to such removal.

2. The Borrower is an/a ☐ Individual ☐ Partnership, Corporation or other organization ☒

The Collateral ☒ will ☐ will not be acquired by Borrower with the proceeds of the loan or advance made on or about the date hereof. If the Collateral will be so acquired, the Secured Party is authorized to disburse such proceeds directly to the seller of the Collateral.

The Borrower will use the Collateral primarily for ☐ personal, household or family purposes; ☐ farming operations; ☒ business purposes. If the Collateral is or will become attached to real estate, is crops, timber to be cut, mined products, gas or oil to be extracted, the legal description of the real estate is:

A portion of Lot 24, Millcreek Industrial Park, St. George, Utah 84770

and the name of the record owner is Bass 'N Man Lure Company

☐ If checked, this financing statement is to be filed for record in the real estate records.

By signing below, the Borrower agrees to all the provisions contained herein (including those set forth on the reverse hereof) on the inception date listed at the top of this Agreement.

Authorized Signature(s) of Secured Party—sign below only if filing this Document.

NOTICE TO BORROWER: 1. Do not sign this Agreement before you read it. 2. You are entitled to a copy of this Agreement.

Debtor/Borrower Bobby Garland (TITLE)

Debtor/Borrower Linda Garland (TITLE)

Debtor/Borrower _____ (TITLE)

3. The Collateral (except any thereof which Borrower, prior to the execution hereof, shall have advised the Secured Party in writing is of a type normally used in more than one state) will be kept at the address of Borrower set forth on other side, and will not be removed therefrom without the prior written consent of Secured Party.
4. If any of the Collateral is Equipment or Goods of a type normally used in more than one state (whether or not actually so used), Borrower will contemporaneously herewith furnish the Secured Party a list of the states wherein such Equipment or Goods are or will be used, and hereafter will notify the Secured Party in writing (i) of any other states in which the Equipment or Goods are so used, and (ii) of any change in the location of Borrower's chief place of business.
5. If Collateral is Consumer Goods, Fixtures or Equipment, Borrower will not sell, transfer, lease or otherwise dispose of the Collateral, or attempt or offer to do any of the foregoing, without the prior written consent of the Secured Party and unless the Proceeds of any such sale, transfer, lease or other disposition are paid directly to the Secured Party. No provision contained in this Agreement shall be construed to authorize any such sale, transfer, lease or other disposition of the Collateral except on the conditions contained in the paragraphs pertaining to other types of Collateral.
6. The Secured Party shall have the authority, but shall not be obligated to: (a) Notify any or all Account Debtors (as that term is defined in the Uniform Commercial Code) of the existence of the Secured Party's Security Interest and to pay or remit all sums due or to become due directly to the Secured Party or its nominee; (b) place on any Chattel Paper received as Proceeds a notation or legend showing the Secured Party's Security Interest; (c) in the name of the Borrower or otherwise, to demand, collect, receive and receipt for, compound, compromise, settle and give acquittance for, and prosecute and discontinue any suits or proceedings in respect of any or all of the Collateral; (d) take any action which the Secured Party may deem necessary or desirable in order to realize on the Collateral, including, without limitation, the power to perform any contract, to endorse in the name of Borrower any checks, drafts, notes or other instruments or documents received in payment of or on account of the Collateral; (e) to place upon Borrower's books and records relating to the Accounts and Contract Rights covered by the Security Interest granted hereby a notation or legend stating that such Account or Contract Right is subject to a Security Interest held by the Secured Party; and (f) after any Default, to enter upon and into and take possession of all or such part or parts of the properties of Borrower, including lands, plants, buildings, machinery, equipment and other property as may be necessary or appropriate in the judgment of the Secured Party to permit or enable the Secured Party to manufacture, produce, process, store or sell or complete the manufacture, production, processing, storing or sale of all or any part of the Collateral as the Secured Party may elect, and to use and operate said properties for said purposes and for such length of time as the Secured Party may deem necessary or appropriate for said purposes without the payment of any compensation to Borrower therefor.
7. Borrower will collect all Accounts until receipt of notice from the Secured Party to notify all Account Debtors of the existence of the Secured Party's Security Interest. Borrower will hold all of the Proceeds of such collections and all returned and repossessed Goods in trust for the Secured Party and will not commingle the same with any other funds or property of the Borrower, and will deliver the same forthwith to the Secured Party at its request; provided, however, that with respect to returned and repossessed Goods, Borrower will on demand pay to the Secured Party the full invoice or contract price thereof.
8. Borrower will not grant to any Account Debtor any rebate, refund, allowance or credit on any Account without the prior written consent of the Secured Party.
9. Borrower will not sell, lease or otherwise dispose of any Inventory Collateral other than in the ordinary course of his business at prices constituting the then fair market value thereof, or at the Minimum Release Price therefor contained herein or in any Supplement to Security Agreement further describing Inventory Collateral concerned. Borrower will not sell, transfer, lease or otherwise dispose of any Collateral other than Inventory Collateral, or attempt or offer to do so, without the prior written consent of the Secured Party. Borrower agrees to account for and pay over or deliver to the Secured Party all Proceeds of all Collateral promptly upon receipt thereof.
10. Borrower will keep accurate books, records and accounts with respect to the Collateral, and with respect to the general business of Borrower, and will make the same available to the Secured Party at its request for examination and inspection; and will make and render to the Secured Party such reports, accountings and statements as the Secured Party from time to time may request with respect to the Collateral; and will permit any authorized representative of the Secured Party to examine and inspect, during normal business hours, any and all premises where the Collateral is or may be kept or located.
11. Borrower will keep the Collateral (and all lands, plants, buildings, machinery, equipment and other property now or hereafter at any time owned or used by Borrower in connection with the manufacture, processing, production, storage, sale or lease of the Collateral) in good condition and insured against such risks and in such amounts as the Secured Party may request, and with an insurance company or companies satisfactory to the Secured Party, the policies to protect the Secured Party as loss payee as its interest may appear and to be delivered to the Secured Party at its request.
12. Borrower has or will acquire title to and will at all times keep the Collateral free of all liens and encumbrances, except the Security Interest created hereby, and has full power and authority to execute this Security Agreement, to perform Borrower's obligations hereunder, and to subject the Collateral to the Security Interest created hereby. No financing statement covering all or any part of the Collateral, except any which may have been filed by the Secured Party, is on file in any public office.
13. Borrower will at any time or times hereafter execute such financing statements and other instruments and perform such acts as the Secured Party may request to establish and maintain a valid Security Interest in the Collateral, and will pay all costs of filing and recording, or, when legally permissible, Borrower authorizes the Secured Party at the expense of the Borrower to execute and file on Borrower's behalf a financing statement or statements in those public offices deemed necessary by the Secured Party to protect its Security Interest in the Collateral. Borrower will deliver or cause to be delivered to the Secured Party any certificate or certificates of title to the Collateral with the Security Interest of the Secured Party noted thereon. Borrower shall pay all expenses, and upon request, take any action reasonably deemed advisable by Secured Party to preserve the Collateral or to establish, determine priority of, perfect, continue perfected, terminate and/or enforce Secured Party's Interest in it or rights under this Agreement.
14. Upon Default by Borrower in any of the preceding warranties, representations and agreements, the Secured Party at its option may (i) effect such insurance and repairs and pay the premiums therefor and the costs thereof and (ii) pay and discharge any taxes, liens and encumbrances on the Collateral. All sums so advanced or paid by the Secured Party shall be payable by Borrower on demand with interest at the maximum rate allowed by law and shall be a part of the Secured Obligations.
15. The occurrence of any of the following events shall constitute a Default: (a) Failure of Borrower, or of any co-maker, endorser, surety or guarantor to pay when due, by acceleration or otherwise, any amount payable under any of the Secured Obligations; (b) failure to perform any agreement of Borrower contained herein; (c) any statement, representation or warranty of Borrower made herein or at any time furnished to the Secured Party is untrue in any respect as of the date made; (d) entry of any judgment against Borrower; (e) appointment of a receiver for, loss, substantial damage to, destruction, theft, sale or encumbrance to or of any portion of the Collateral, or the making of any levy, seizure or attachment thereof; (f) Borrower becomes insolvent or unable to pay his debts as they mature or makes an assignment for the benefit of his creditors or any proceeding is commenced by or against Borrower alleging that he is insolvent or unable to pay his debts as they mature; (g) death of any Borrower who is a natural person or of any partner of any Borrower which is a partnership; (h) dissolution, consolidation or merger, or transfer of a substantial part of the property of any Borrower which is a corporation or a partnership; (i) such a change in the condition or affairs (financial or otherwise) of Borrower or any co-maker, endorser, surety or guarantor of any of the Secured Obligations as in the opinion of the Secured Party impairs the Secured Party's security or increases its risk; or (j) the Secured Party in good faith deems itself insecure for any reason whatsoever.
16. Whenever a Default shall exist, the Secured Party may, at its option and without demand or notice, declare all or any part of the unpaid balance of the Amount Financed plus accrued Finance Charges of the Secured Obligations immediately due and payable, and the Secured Party may exercise, in addition to the rights and remedies granted hereby, all rights and remedies of a Secured Party under the Uniform Commercial Code or any other applicable law, including the right to take possession of the Collateral. In addition, for the purpose of taking possession of the Collateral, the Secured Party may, as far as the Borrower can give authority therefor, enter upon any premises on which the Collateral or any part thereof may be situated, and remove the same therefrom.
17. Borrower agrees, in the event of Default, to make the Collateral available to the Secured Party at a place or places acceptable to Secured Party, and when legally permissible to pay all costs of the Secured Party, including reasonable attorney's fees, in the collection of any of the Secured Obligations and the enforcement of any of the Secured Party's rights. If any notification of intended disposition of any of the Collateral is required by law, such notification shall be deemed reasonably and properly given if mailed at least ten (10) days before such disposition, postage prepaid, addressed to the Borrower at the address shown on the reverse side hereof.
18. No delay or failure by the Secured Party in the exercise of any right or remedy shall constitute a waiver thereof, and no single or partial exercise by the Secured Party of any right or remedy shall preclude other or further exercise thereof or the exercise of any other right or remedy. In case any one or more of the provisions of this agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, and unenforceability shall not affect any other provision of this agreement.
19. If more than one party shall sign this Agreement, the term "Borrower" shall mean all such parties, and each of them, and all such parties shall be jointly and severally obligated hereunder and all provisions hereof regarding the Secured Obligations or Collateral of such parties shall apply to any Secured Obligation or any Collateral of any or all of them. This Security Agreement and the provisions hereof are to be binding upon the heirs, executors, administrators or successors of Borrower and benefit the heirs, executors, administrators or successors and assigns of Secured Party; they shall continue in force notwithstanding any change in any partnership party hereto, whether such change occurs through death, retirement or otherwise; and they are to be construed according to and governed by the laws of this State. The singular when used herein shall include the plural and the meaning of words shall apply to masculine and feminine as is appropriate. The validity, construction and enforcement of this Agreement are governed by the internal laws of this State. All terms not otherwise defined have the meanings assigned to them by the Uniform Commercial Code. Invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provisions.
20. A carbon, photographic or other reproduction of this Security Agreement is sufficient as a financing statement, where permitted by law.

STANDARD FORM

INSTRUCTIONS:

UNIFORM COMMERCIAL CODE - FINANCING STATEMENT - FORM UCC-1



Kelly Co. # 10448

1. PLEASE TYPE this form. Fold only along perforation for mailing.
2. Remove Secured Party and Debtor copies and send other 3 copies with interleaved carbon paper to the filing officer. Enclose filing fee. The filing fee is \$2.00 for each name listed in the Debtors box with Soc. Sec. No. and/or Emp. Fed. Tax I.D. No., otherwise the fee is \$10.00.
3. If the space provided for any item(s) on the form is inadequate the item(s) should be continued on additional sheets, preferably 5" X 8" or 8" X 10". Only one copy of such additional sheets need be presented to the filing officer with a set of three copies of the financing statement. Long schedules of collateral, indentures, etc., may be on any size paper that is convenient for the secured party. Indicate the number of additional sheets attached.
4. If collateral is crops or goods which are or are to become fixtures, describe generally the real estate and give name of record owner.
5. When a copy of the security agreement is used as a financing statement, it is requested that it be accompanied by a completed but unsigned set of these forms, without extra fee.
6. At the time of original filing, filing officer should return third copy as an acknowledgment. At a later time, secured party may date and sign Termination Legend and use third copy as a Termination Statement.

This FINANCING STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. Debtor(s) (Last Name First) and address(es)

GARLAND, Bobby and Linda
d/b/a Bass 'N Man Lure Co.
507 North 1300 East
St. George, Utah 84770
Social Security of

Emp. Fed. I.D. No. 87-0416209

2. Secured Party(ies) and address(es)

Five County Assoc. of Govts.
P.O. Box 1550
237 North Bluff Street
St. George, Utah 84770

4. This Financing Statement covers the following types (or items) of property:

All machinery, equipment, furniture, inventory, fixtures, accounts receivable, and general intangibles now owned or hereinafter acquired by Bobby and Linda Garland, d/b/a Bass 'N Man Lure Company, Incorporated.

The Secured party is _____ is not _____ a seller or
Purchase money lender of the collateral.

Gross sales price
of collateral

\$ _____ Sales

or use tax paid to
State ofFor Filing Officer (Date, Time, Number,
and Filing Office)5. Assignee(s) of Secured Party and
Address(es)

Microfilm No.

This statement is filed without the debtor's signature to perfect a security interest in collateral. (Check ☒ if so)

☐ already subject to a security interest in another jurisdiction when it was brought into this state.

which is proceeds of the original collateral described above in which a security interest was perfected:

Check ☒ if covered:

Proceeds of Collateral are also covered.

☐

Products of Collateral are also covered. No. of additional Sheets presented:

3. Maturity date (if any):

Approved by Division of Corporations and Commercial
Code, Department of Business Regulations.

Bobby Garland and Linda Garland

Five County Association of Governments

By:

By:

Signature(s) of Debtor(s)

Signature(s) of Secured Party(ies)

STANDARD FORM - FORM UCC-1.

(1) FILING OFFICER COPY - ALPHABETICAL

**NOTICE OF
PUBLIC
FORECLOSURE
SALE**

NOTICE IS HEREBY GIVEN that a public foreclosure sale will be held on Wednesday May 6, 1992 at 11:00 a.m. at the offices of Bass'n Man Lure Company, Inc., d/b/a Original Lures, 815 Red Rock Road, St. George, Utah. At said sale, Christopher Hendershot, a secured creditor of Bass'n Man Lure Company, Inc., d/b/a Original Lures, will cause the interest of said debtor in the following described property to be sold at public auction in order to satisfy an indebtedness secured thereby:

All machinery, furniture, inventory, fixtures, accounts receivables and general intangible property.

FUTHER NOTICE IS GIVEN that any person interested in bidding at the sale may inspect the property at the above location beginning at 9:00 a.m. on the day of the sale. The property may be sold in lots or as

(Cont. next column)

a whole and may be sold with or without warranty of title. All persons interest in bidding will be required to register prior to the sale, all payments must be in cash or in guaranteed funds and the creditor reserves the right to set a minimum bid or to refuse any bid deemed to be unreasonably low.

Dated this 29th day of April, 1992.

Michael L. Miller
Attorney for Creditor
32 East 100 South,
Suite 203
St. George, Utah 84770
Tel: (801)628-7425

Pub#9553 published
April 30, May 1, 2, 3, 4, 5,
1992

The Daily Spectrum,

EXHIBIT 'E'

STIPULATED JUDGMENT

Ben Suzanne 673-3548

Michael Miller (4633)
 Attorney at Law
 32 E. 100 South
 St. George, Utah 4770
 (801) 628-1435

Attorney for Plaintiff

MAY 22 1992
 COPY
 CLERK
 DEPUTY

IN THE FIFTH JUDICIAL DISTRICT COURT
 IN AND FOR WASHINGTON, STATE OF UTAH

CHRISTOPHER HENDERSON

PLAINTIFF

Stipulated Judgment

v.
 BASSEIN MAN LURE COMPANY, INC.,
 a Utah Corporation, DAVID
 MORTON, an individual, and
 GULF EASTERN CORPORATION, A
 NEVADA CORPORATION,
 Defendants.

Judge:

Civil No. 920500200

DAVID MORTON, as an individual and as President of Bassein Man Lure Company, Inc. a Utah Corporation; Gulf Eastern Corporation, a Nevada Corporation; and Original Lures Inc. a pending Nevada Corporation hereby enters into this agreement with Christopher Henderson, substituted plaintiff for Five County Association of Governments, for the purposes of settling all claims in the above entitled action.

David Morton, as an individual and as President of all of

[Signature]
 CH

PAGE TWO

the above corporate entities withdraws his motion for dismissal, quasi service, and others filed on February 28, 1992.

David Morton, as President of Bass 'N Man Lure Company, Inc hereby surrenders possession of all collateral secured under the note and security agreement that is the subject of this action. He further acknowledges a notice of right to retain collateral by Secured Creditor, Five County Association of Governments, by and through their assignee, Christopher Hendershot, and his attorney, Michael Miller. David Morton further waives on behalf of Bass 'N Man Lure Company, Inc, their right to object within thirty days, under UCA 70A-9-505 (2) to the retention of collateral by Hendershot, and further waives their right to redeem the collateral under UCA 70A-9-506.

David Morton, as President of Bass 'N Man Lure Company, Inc., a Utah Corporation, and Gulf Eastern Corporation, a Nevada corporation, stipulate that all assets owned by Bass 'N Man Lure Company, Inc, including, but not limited to, the Trademarks owned, registered to, or assigned to either Bass 'N Man Lure Company, Inc., AKA Original Lures, Inc, an unformed, pending Nevada Corporation, shall be deemed to be included in the collateral covered in the security agreement that is the subject of this action. Bass 'N Man Lure Company, Inc., AKA Original Lures, Inc. and Gulf Eastern Corporation, waive all their right, title, and interest in and to that collateral, including but not limited to the inventory, accounts receivables, customer lists, equipment,

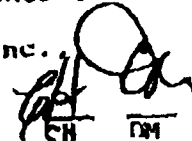
[Handwritten signatures and initials]
CH DM

PAGE THREE

goodwill and other intangibles and specific trademarks used in either of those corporations, either as registered owners of those trademarks or as successors in interest of Bobby and/or Linda Garland, Garland Manufacturing, or Bass 'N Mann Lure Company, including but not limited to the following trademarks: "Bass 'N Man" registration number 1,532,163; "Citzi" registration number 1,503,139; "Texas Rigger" registration number 1,508,381; "Hard Times Grub" registration pending, "G-Tail" registration pending; "Belly-Button" registration pending; and any and all other trademarks registered or pending by Bass 'N Mann Lure Company or Original Lures, Inc.

David Morton, as President of Bass 'N Mann Lure Company, Inc., a Utah Corporation, AKA Original Lures, Inc. pending Nevada Corporation, hereby covenants and agrees that he shall execute any and all documents necessary to evidence and register with the Patents and Trademarks office in Washington, D.C. the ownership of all trademarks, by Chris Mendershot or his assigns under the Security Agreement to effectuate the terms of this stipulated Judgment.

Christopher Mendershot, as assignee of the Security Interest that is the subject of this action hereby accepts the above assignments of trademarks, and collateral, including all equipment, inventory, accounts receivables, goodwill and other intangibles, including the above mentioned trademarks, now owned or controlled by Bass 'N Mann Lure Company Inc. Utah


CH MH

Page Four

Corporation hereby warrants that he has not assigned any of the collateral secured under the security agreement, including but not limited to the trademarks discussed above, to any other person or entity.

Christopher Hendershot, as assignee of the security interest that is the subject of this action hereby accepts the above collateral, including all equipment, inventory, accounts receivables, goodwill and other intangibles, including the above mentioned trademarks owned or controlled by Bass 'N Man Lure Company Inc., a Utah, AKA Original Lures, Inc, a pending Nevada Corporation, as payment of the note and security agreement in this action in an amount of approximately \$27,978.17, interest and late fees in excess \$2,800.00, and \$74,221.00 expended to date to protect the collateral and waives all rights to a deficiency judgment in this action against all Defendants, and accepts the above surrender as full satisfaction of all claims against all Defendants.

Dated:

5/6/92 Christopher Hendershot
Christopher Hendershot, Plaintiff

Dated:

5/6/92 Michael Miller
Michael Miller, Attorney for Plaintiff

Page Five

Dated:

David Morton
David Morton, Individually and as president of
Bass'n Man Lure Company, Inc. AKA Original Lures, Inc.,
Original Lures Inc., a pending Nevada Corporation,
Gulf Eastern Corporation, a Nevada Corporation

Dated:

John A. Giffen 5-6-92
John A. Giffen, ATTORNEY FOR PLAINTIFF
~~Defendant~~

UPON READING THE ABOVE AGREEMENT AND GOOD CAUSE APPEARING IT
IS SO ORDERED.

DATED:

~~COPIES~~
JUDGE OF THE DISTRICT COURT

ASSIGNMENT OF RIGHTS

Five County Association of Governments, hereinafter referred to as AOG, hereby assigns and irrevocably sets over all their right, title and interest in the promissory note dated October 22, 1988, and executed by BASS 'N MAN LURE COMPANY, and Bobby and Linda Garland as owners, in the amount of \$40,065.00, including the Security Agreement UCC-1 filing, perfecting their security interest in "All Machinery, equipment , furniture, inventory, fixtures, accounts receivable , and general intangibles now owned or hereinafter acquired, and proceeds thereof", filing number 184774, together with all other claims it has against Bass 'N Man Lure Co. Inc, Original Lures Inc., Gulf Eastern Corporation, David Morton Individually and as an officer of any of the above Corporations, including but not limited to, their position as Plaintiff in a lawsuit filed in Washington County against all of the above entities, case #920500200 and any other action filed against the above persons and entities; to Christopher Hendershot, hereinafter referred to as "Hendershot" for the sum of Twenty Two Thousand and Five Hundred and no/100 Dollars.

AOG specifically assign and sets over all claims they now have or might assert in any and all intangibles in the security agreement, including but not limited to any claim they may have in trademarks, goodwill or other intangibles in BASS 'N MAN LURE COMPANY, Original Lures Inc., Gulf Eastern Corporation, or David

Morton individually.

Christopher Hendershot hereby agrees to indemnify and hold harmless AOG against any and all claims made by David Morton, Bass 'N Mann Lure Company, Inc, Original Lures Inc, or Gulf Eastern Corporation under the note, security agreement or lawsuit that might arise.

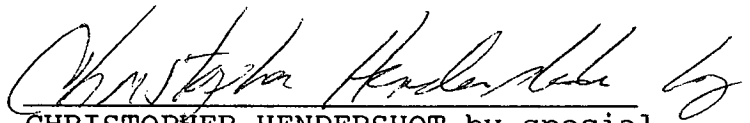
In exchange for the above consideration, AOG specifically assigns to Hendershot, payment of any other amounts arising from the above note and security agreement or claims they may have from the bankruptcy Filed by Bass 'N Man Lure company Inc., including attorney fees from that action or the above Washington County, Utah action.

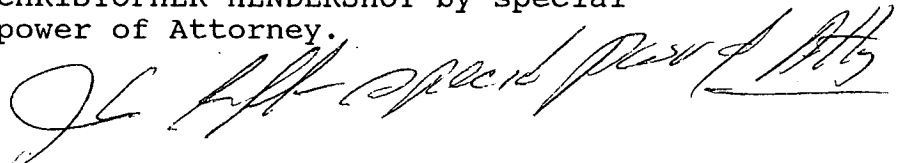
Hendershot shall substitute in the Washington County lawsuit as party plaintiff with his own counsel, within five day of the signing of this assignment.

Dated:


FIVE COUNTY ASSOCIATION OF GOVT.

Dated:


CHRISTOPHER HENDERSHOT by special
power of Attorney.


J. L. Hendershot per J. L. Hendershot.

NOTICE OF PUBLIC FORECLOSURE SALE

NOTICE IS HEREBY GIVEN that a public foreclosure sale will be held on Wednesday May 6, 1992 at 11:00 a.m. at the offices of Bass'n Man Lure Company, Inc., d/b/a Original Lures, 815 Red Rock Road, St. George, Utah. At said sale, Christopher Hendershot, a secured creditor of Bass'n Man Lure Company, Inc., d/b/a Original Lures, will cause the interest of said debtor in the following described property to be sold at public auction in order to satisfy an indebtedness secured thereby:

All machinery, furniture, inventory, fixtures, accounts receivables and general intangible property.

FURTHER NOTICE IS GIVEN that any person interested in bidding at the sale may inspect the property at the above location beginning at 9:00 a.m. on the day of the sale. The property may be sold in lots or as a whole and may be sold with or without warranty of title. All persons interested in bidding will be required to register prior to the sale, all payments must be in cash or in guaranteed funds and the creditor reserves the right to set a minimum bid or to refuse any bid deemed to be unreasonably low.

DATED this 29th day of April, 1992.

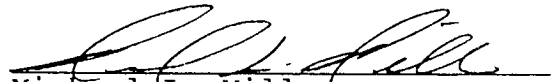

Michael L. Miller
Attorney for Creditor
32 East 100 South, Suite 203
St. George, Utah 84770
Tel: (801) 628-7525

EXHIBIT 'F'

DECLARATION OF BRETT CHRISTENSEN

DECLARATION Of BRET CHRISTENSEN

I was one of the original employees of Bobby Garland's "BASS 'n MAN" Fishing Lures Company. I remained with the company until the doors were closed because of defaulting on a loan payment to The Five Counties Government.

I participated in the creation of the lure later named 'FAT GITZIT' being personally acquainted with both Bobby Garland and his brother Gary. Their relationship was strained, at best, and Gary never was involved in ownership or management of "BASS 'n MAN". I know that Gary was never given any permission or rights by Bobby Garland for the use of the 'GITZIT' mark or product. Gary did eventually create his own fishing lure company called "CANYON LURES" and produced lures similar if not identical to those of his brother's including an exact copy of the 'FAT GITZIT' and calling it 'FATSEE'.

I have been working with GITZIT, INC. since its purchase of BASS 'n MAN in 1992 and have been manufacturing 'ORIGINAL GITZIT' Lures throughout the intervening 16 years to present either as an employee or an independent contractor.

I declare the foregoing to be true and accurate to the best of my knowledge.

DATED: 5/29/08

Bret Christensen
BRET CHRISTENSEN

STATE OF UTAH)
 : ss
COUNTY OF WASHINGTON)

On May 29, 2008 personally appeared before me, Bret Christensen, signer of the above Declaration who duly acknowledges that he executed the same.

Paul W. Hume
Notary Public
Residing at Washington County

My Commission Expires: 10/13/09

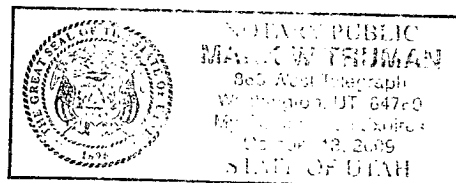


EXHIBIT 'G'

DECLARATION OF DON IOVINO

**IN THE UNITED STATES PATENT AND TRADEMARK OFFICE
BEFORE THE TRADEMARK TRIAL AND APPEAL BOARD**

J.L. Pennington

Opposer

V.

Gitzit Incorporated

Applicant

Opposition No: 911672981

Mark: GITZIT

Application No. 78/703563

DECLARATION OF DON IOVINO

I HEREBY DECLARE:

My name is Don Iovino. I have been a professional fisherman for the past 35 years and spend a great deal of time giving lectures, putting on sport fishing seminars and demonstrations of various lures and techniques in large tanks stocked with a variety of game fish. In addition to these aspects of the sport, I also develop unique and very productive ways to present various baits.

I knew Bobby Garland when he first came out with the GITZIT in the early 1980s. Bobby taught me how to fish the GITZIT on Lake Mojave in Nevada. I also worked for Linda Garland when she took over their business 'Bass N' Man' after her divorce from Bobby.

I was a product representative for Bobby Garland's, Bass N' Man lure company from 1983 through 1989. Following my work with Bobby I worked for his brother, Gary Garland, who created his own manufacturing company called Canyon Plastics. I

designed a method to fish their FATZEE lure, which was Bobby's GITZIT, renamed. I continued to work for Gary until he sold the company.

Bobby Garland was the first to come up with the name 'GITZIT' and marketed his lure under the name 'FAT GITZIT'. Some years later, Gary Garland began marketing almost identical lures calling them 'FATZEES'.

Approximately two years ago, in 2006, Gary Garland's Canyon Plastics changed the name of their FATZEE lures to 'GITZIT' and began calling them the Original Gitzit. As I tell people at my seminars, the original Gitzit comes from Bobby Garland's original company. This company was passed on to Gitzit, Inc. which included all the original molds, tooling, inventory and even the same employee, Bret Christiansen, who produced the GITZIT lure with the most unique colors in the industry.

Gitzit, Inc. is still in St. George, Utah where it all started and still using the same P.O. Box and telephone number.

THE FOREGOING IS TRUE AND FACTUAL TO THE BEST OF MY KNOWLEDGE.

DATED: May 22, 2008



DON IOVINO

STATE OF CALIFORNIA }
 :ss
COUNTY OF LOS ANGELES }

SUBSCRIBED AND SWORN to before me on this 22 day of May, 2008.

MY COMMISSION EXPIRES:

05-11-2011


NOTARY PUBLIC
Residing in Los Angeles County

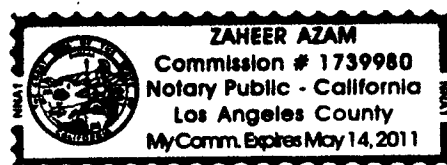


EXHIBIT 'H'

GITZIT ARTWORK



Division of Tegrant Alloyd Corporation
1500 Paramount Parkway – Batavia, IL 60510 – 630-879-0121 – Fax 630-879-0192

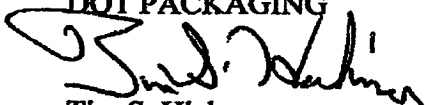
July 14, 2008

To Whom It May Concern:

Dot Packaging has been printing blister cards for Gitzit Inc., located in St. George, Utah since October, 1995. Over the years Dot has printed millions of cards in various sizes, as well as header cards for Gitzit Inc. These display cards are for different products; however all of the packaging carries the standard Gitzit Incorporated logo/trademark without variation.

Regards,

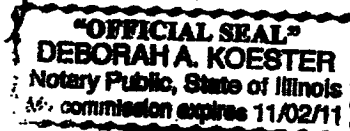
DOT PACKAGING


Tim S. Hickman
CFO

This statement executed this 14th day of July, 2008.

Signed and sworn before me by Tim S. Hickman

Deborah A. Koester
Notary Public



GITZITTM

INCORPORATED



For Bass • Walleye • Pike • All Game Fish

Product Description

2.5 IN. FAT GITZIT 50 PK
Tournament Series Lucky Green



0 37069 88072 4



Made in the USA

GITZITTM

INCORPORATED



For Bass • Walleye • Pike • All Game Fish

Product Description



Made in the USA



FAT GITZITS



04



140



220

47



160



245

47B

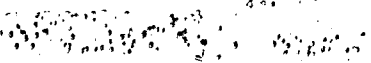


170



250

47 Glow



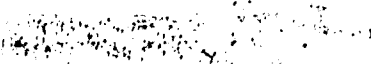
185



270



67E



190



280

96S



195

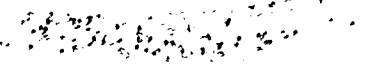


300

102



200



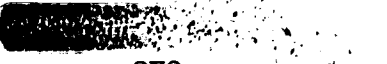
365



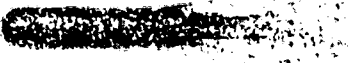
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205



370



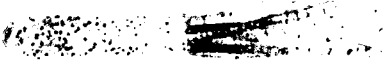
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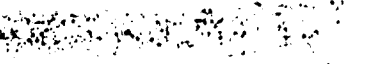
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375



136



215



390

TOURNAMENT SERIES GITZITS



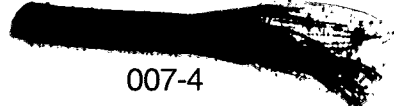
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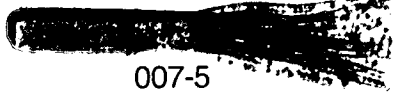
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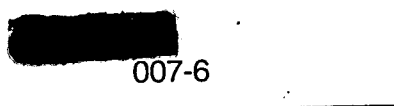
007-3



007-4



007-5



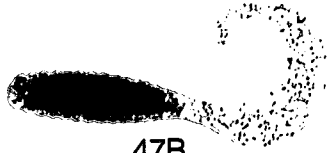
007-6

GITZIT'S MOST POPULAR COLORS WITH ORDER NUMBERS.....MORE ON THE BACK!

"G" TAIL CRUBS



47



47B



103



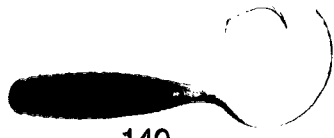
105



128



136



140

HARD TIME MINNOWS



500



505



510



515



520



525



530



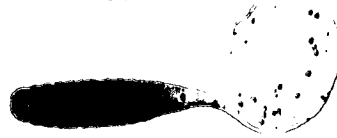
535



185



186



195



200



205



210



215



220



295



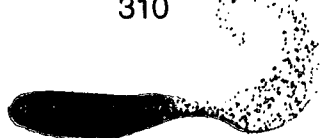
300



305



310



365

LITTLE TOUGH GUYS



#1 Shade



#2 Minnow



#3 Chartreuse



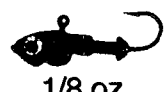
#4 Perch



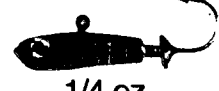
#5 Golden Shiner



1/16 oz.



1/8 oz.



1/4 oz.

GITZIT
INCORPORATED
1-800-727-LURE
FAX: 1-801-628-5280



Bass'N Man Lures
For Bass, Pike, Walleye and
All Game Fish

P.O. Box 3039 • St. George, Utah 84771

GITZITTM
INCORPORATED



*Lures Designed
for Success*

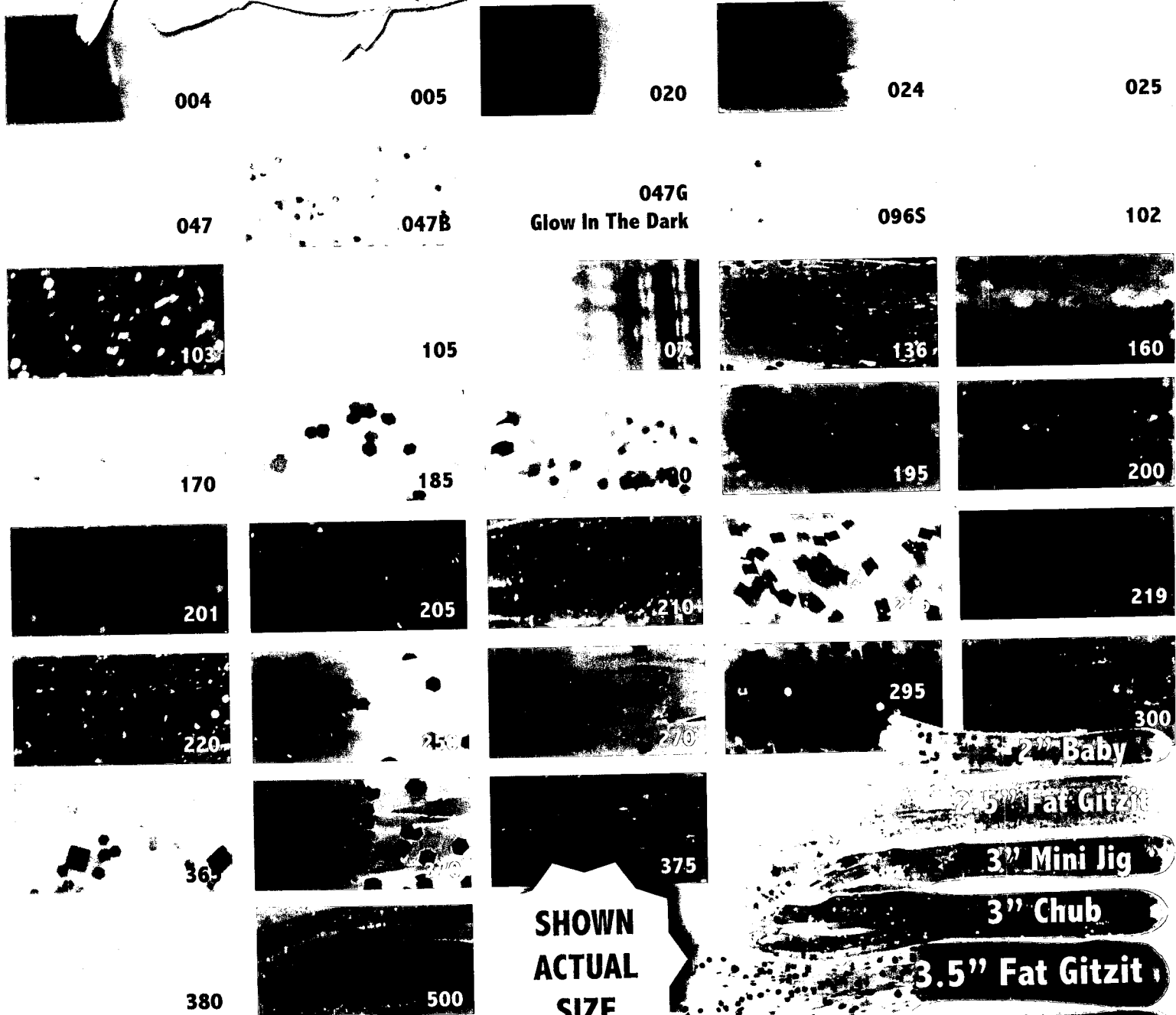
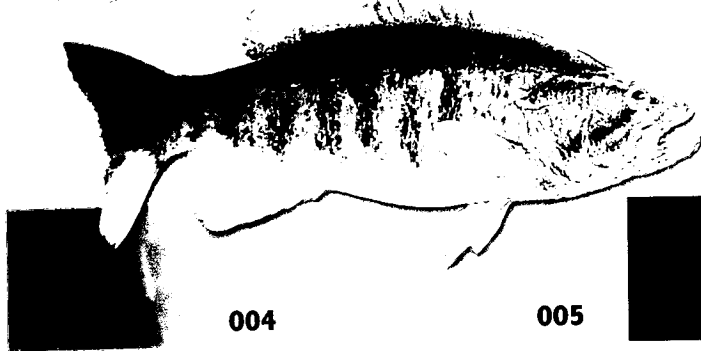
Illustrated by
Larry Tople

**Manufacturers of The Original GITZIT Tubes,
Little Tough Guys, Paddle Fry & Spiders**

INCORPORATED

TM

Color Chart



SHOWN
ACTUAL
SIZE

Custom Colors
Available upon
request

6" Super Tube

FAT GITZIT

* Represents Most Popular Colors

2.5" GITZIT

3.5" GITZIT

4.5" JUMBO

Available Colors	4pk+3hk	10pk	50bag	100bag	4pk+3hk	10pk	50bag	100bag	4pk+3hk	10pk	50bag	100bag
001 *Pearl White	93001	90001	88001	27001	94001	91001	#06001	45001	26001	96001	95001	35001
478 Pearlw/Blue	93478	90478	88478	27478	94478	91478	#06478	45047	26478	96478	95478	35478
475 White/Glow	93475	90475	88475	27475	94475	91475	#06475	45475	26475	96475	95475	35475
965 Chart. Sparkle	93965	90965	88965	27965	94965	91965	#06965	45965	26965	96965	95965	35965
102 Clear Sparkle	93102	90102	88102	27102	94102	91102	#06102	45102				
103 *Smoke Sparkle	93103	90103	88103	27103	94103	91103	#06103	45103	26103	96103	95103	35103
136 *Olive/Smoke/Red Sprkl.	93136	90136	88136	27136	94136	91136	#06136	45136	26136	96136	95136	35136
160 Motor Oil/Red Sprkl.	93160	90160	88160	27160	94160	91160	#06160	45160				
170 Clear/Multi Sprkl.	93170	90170	88170	27170	94170	91170	#06170	45170				
185 Salt & Pepper	93185	90185	88185	27185	94185	91185	#06185	45185	26185	96185	95185	35185
190 Goldfish S&P	93190	90190	88190	27190	94190	91190	#06190	45190	26190	96190	95190	35190
195 *Brown Crw/S&P	93195	90195	88195	27195	94195	91195	#06195	45195	26195	96195	95195	35195
200 *Green Crw/S&P	93200	90200	88200	27200	94200	91200	#06200	45200	26200	96200	95200	35200
201 Green Crw/Red Sparkle	93201	90201	88201	27201	94201	91201	06201	45201				
205 Black Multi Sprkl	93205	90205	88205	27205	94205	91205	#06205	45205				
210 *Smoke/Red & Black	93210	90210	88210	27210	94210	91210	#06210	45210	26210	96210	95210	35210
215 *Chart. S&P	93215	90215	88215	27215	94215	91215	#06215	45215	26215	96215	95215	35215
219 Summer Crw	93219	90219	88219	27219	94219	91219	#06219	45219				
220 *Blue/White S&P	93220	90220	88220	27220	94220	91220	#06220	45220				
250 Brown Crw / S&P	93250	90250	88250	27250	94250	91250	#06250	45250				
270 Green Crw w/Shrimp S&P	93270	90270	88270	27270	94270	91270	#06270	45270	26270	96270	95270	
280 Black/Chart. S&P	93280	90280	88280	27280	94280	91280	#06280	45280				
295 June Bug, S&P	93295	90295	88295	27295	94295	91295	#06295	45295				
300 *Brown Crw/ Grn Sprkl.	93300	90300	88300	27300	94300	91300	#06300	45300	26300	96300	95300	35300
365 Cotton Candy	93365	90365	88365	27365	94365	91365	#06365	45365				
370 Brwn Crw/Chart. S&P	93370	90370	88370	27370	94370	91370	#06370	45370	26370	96370	95370	
375 *Orange/White Crw	93375	90375	88375	27375	94375	91375	#06375	45375	26375	96375	95375	35375
380 Hot Pink	93380	90380	88380	27380	94380	91380	#06380	45380				
500 Water Melon	93500	90500	88500	27500	94500	91500	#06570	45500				

TOURNAMENT SERIES GITZITS

Jumbos also available in select colors. Please inquire when ordering

Colors	2.5" T S GITZIT				3.5" T S GITZIT				4.5" T S
	4pk/Gam.hk	10pk	50bag	100bag	4pk/Gam.hk	10pk	50bag	100bag	10pk
071 Leech	44071	90071	88071	27071	43071	91071	#06071	45071	96071
072 Lucky Green	44072	90072	88072	27072	43072	91072	#06072	45072	96072
073 Light Green	44073	90073	88073	27073	43073	91073	#06073	45073	96073
074 Brown Crw. Grn. Sprkl.	44074	90074	88074	27074	43074	91074	#06074	45074	96074
075 Sink Purple Sprkl.	44075	90075	88075	27075	43075	91075	#06075	45075	96075



These babies really work!

Daren Heinz - Lake Trout - Flaming Gorge, Utah/Wyoming

Page 3

To place an order please call 1-800-727-5873 or FAX (435) 628-5280

www.gitzitinc.com

BABY BLUE EYES

We're proud of this one!

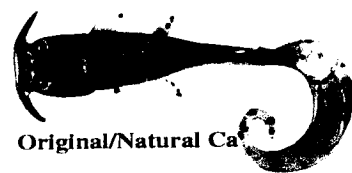
A 3 1/2" gourmet meal for Bass & Walleye, featuring approximately 3/8oz life-like head, bulging blue eyes, and life-like colors with a 1/0 hook.

3pk- 1 rigged 2/bodies

Available Colors	Order#
Black	83205
Chartreuse/Brown	83370
Blue Cat	83102
Original/Natural Cat	83100

5pk-Bodies Only

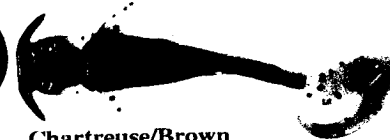
Available Colors	Order#
Black	83105
Chartreuse/Brown	83371
Blue Cat	83202
Original/Natural Cat	83200



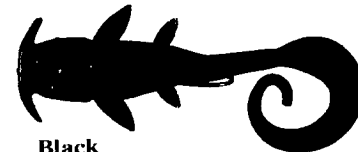
Original/Natural Cat



Blue Cat



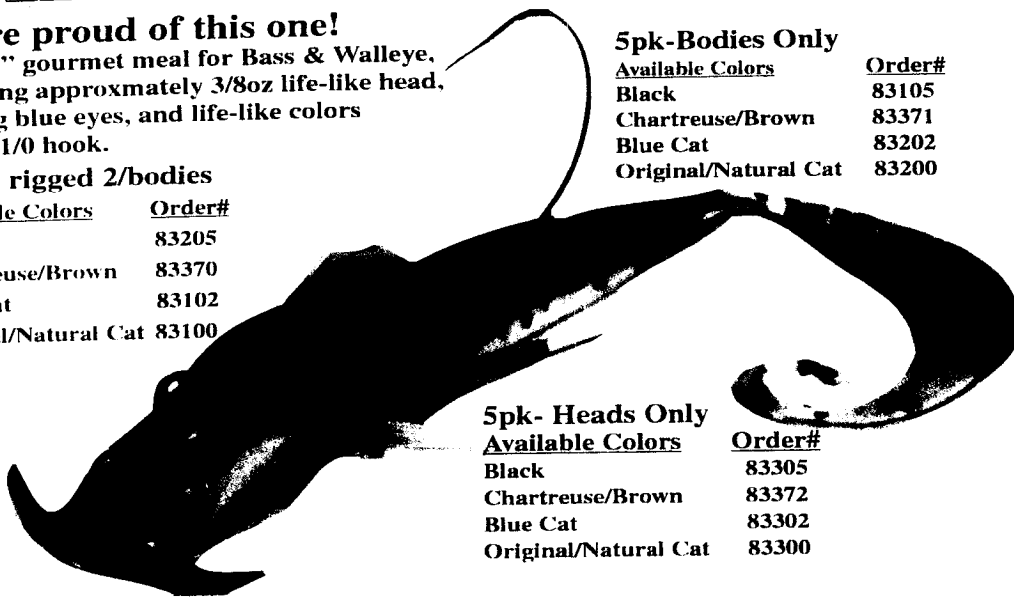
Chartreuse/Brown



Black

5pk- Heads Only

Available Colors	Order#
Black	83305
Chartreuse/Brown	83372
Blue Cat	83302
Original/Natural Cat	83300



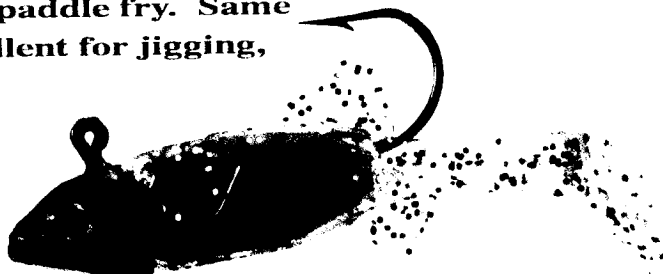
SMALL FRY

2.25 Small version of our paddle fry. Same great action, 5/16oz. Excellent for jigging, casting, and trolling.

Rigged with 1/0 Hook.

1 Rigged + 2 extra bodies

Available Colors	Order#
Shad	75525
Perch	75215
Golden Shiner	75005



Shad



Perch



Golden Shiner

PADDLE FRY

This one works on all species, in all conditions. Gitzit field testers drove our mold makers crazy making sure the action and profile were just right.

1 Rigged + 1 Extra Body

Available Colors	Order#
Minnow	76002
Gold	76005
White	76047
Chartreuse	76215
Trout	76307
Shad	76525

PADDLE FRY

Heads Only 2pk

Available Colors	Order#
Minnow	76402
Gold	76405
Chartreuse	76415
Trout	76407
Shad	76425

PADDLE FRY

Bodies Only - 25pk

Available Colors	Order#
Minnow	76602
Gold	76605
Chartreuse	76615
Trout	76607
Shad	76625



Minnow



Gold



White



Chartreuse



Trout



Shad



To place an order please call 1-800-727-5873 or FAX (435) 628-528
www.gitzitinc.com

3 1/2" HARD TIME MINNOW

Beautifully painted lead heads w/gold applique eyes coupled with a new body style makes this our most attractive Gitzit. Comes 2 pack rigged.

Color Description

Brown

Chartreuse w/Green Back

Light Pearl w/Smoke Back

Order#

84195

84500

84525

2 1/2" HARD TIME

MINNOW

2 Pack Rigged

*Reduced in Size for Trout

*Approx. 1/16oz painted head

*Rigged with #2 hook

Color Description

Chart/Smoke

Light Pearl/Smoke Black

Order#

81500

81525

Green Chart. w/Orange Belly

Smoke Gold w/Orange Belly

White wPeach Belly

Smoke Back, Clear Center,
Pink Belly

HARD TIME MINNOW

* 2" Long Tube Minnow With The Action Of A Gitzit

*Laminated Process Gives Life-Like Shape And Color

*4 Per Pack w/2 - 1/16oz Jig Heads

Color Description

Order#

White w/Peach Belly

82510

Assorted Colors

82550

BULLY

5" long, 5/0 hook. Approx. 1 oz.
Same body style & realistic finish
as our 3" Paddle Fry but tougher
plastic for larger fish, ie. Striper,
Muskey, Bass & Pike.

1Rigged + 1 Extra Body

Available Colors

White on white

Minnow

Brown Chub

Shad/Anchovy

Trout

Hot Pink

Order#

77047

77007

77195

77525

77307

77380

White on White

Minnow

Brown Chub

Shad/Anchovy

Trout

Hot Pink

CRAPPIE

1 Rigged w/ 2 Extra Tails

Perhaps the most realistic jig on the market
today. Tips the scale at approx.

1/4oz and 2 1/4"

Available Colors

Crappie color

Blue Gill

Chartreuse

Order#

75190

75220

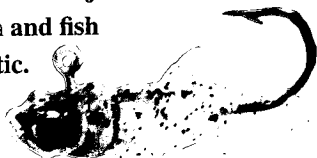
75965

Crappie

Blue

Chartreuse

Greatly improved jig head comes in 1/16oz, 1/8, and 1/4oz sizes.
Our Multi-step process assures a jewel like finish and instant eye
appeal for both fisherman and fish
Skirted in Gitzit soft plastic.



Orange/chartreuse

1/16oz w/ #6 hook-3pk 1/8oz w/ #4 hook-3pk

Available Colors	Order#	Available Colors	Order#
Shad White	16161	Shad White	16181
Minnow	16162	Minnow	16182
Chartreuse	16163	Chartreuse	16183
Perch	16164	Perch	16184
Golden Shiner	16165	Golden Shiner	16185
Orange/chartreuse	16167	Orange/chartreuse	16187

1/4oz w/ #2 hook=2pk SKIRTS ONLY- 10 pack

Available Colors	Order#	Available Colors	Order#
Shad White	16141	Shad White	16001
Minnow	16142	Minnow	16002
Chartreuse	16143	Chartreuse	16003
Perch	16144	Perch	16004
Golden Shiner	16145	Gold	16005
Orange/chartreuse	16147	Orange/chartreuse	16007



Shad White



Minnow



Chartreuse



Perch



Shiner

MICRO LITTLE TOUGH GUYS

Great for ice fishing!

1/25oz #8 hook, approx. 3/4" long, fully painted jig
head with foil eyes. Ideal for pan fish & trout.

Available Colors	Order#
Shad	16321
Minnow	16322
Chartreuse	16323
Perch	16324
Or. & Chart.	16327
Hot Pink	16328



Shad



Minnow



Chartreuse



Perch



Orange & Chart.



Hot Pink

LIL' CRAW

Tests have shown outstanding results for
small and large mouth bass, rout, perch and
crappie.

*Rigged with Gitzit's own stand-up system
that puts LIL' CRAW in a defensive posture
that makes this bait look alive. Great for
jigging as well as casting and retrieving.

1 1/2" Crawfish includes 1 rigged, 1 spare
stand-up hook and 2 extra
crawfish bodies.

Available Colors	Order#
*Chartreuse & Black	78380
*Green Craw	78200
*Brown	78195
*White Semi-Transparent	78047



*Chartreuse & Black

*Green Craw

*Brown

*White Semi-Transparent

SPIDER JIGS & WEEDLESS SPIDER JIGS

Color Description	Spider		Spider Skirts		Double Tails		
	1/4oz/2pk	3/8oz/2pk	5pk	20bag	5pk	20bag	50bag
102 Clear Sparkle	24102	21102	#01102	53102	54102	38102	51102
190 Goldfish S&P	24190	21190	#01190	53190	54190	38190	51190
210 Smoke/Red & Blck Sprkl.	24210	21210	#01210	53210	54210	38210	51210
215 Chart. S&P	24215	21215	#01215	53215	54215	38215	51215
220 Bluegill S&p	24220	21220	#01220	53220	54220	38220	51220
280 Black/Chart. S&P	24280	21280	#01280	53280	54280	38280	51280
295 Junebug S&P	24295	21295	#01295	53295	54295	38295	51295
305 Lemon Pepper	24305	21305	#01305	53305	54305	38305	51305
365 Cotton Candy	24365	21365	#01365	53365	54365	38365	51365
370 Brn. Craw/Chart. Tail	24370	21370	#01370	53370	54370	38370	51370

MAD T



Most life-like Mad Tom/Cat sh/Stoneaddy on the market today. 3 inches & 1/2 inches long. Weighted perfectly for Jigging, Trolling, or Cast and Retrieve.

1 rigged + 1 extra body

Color:

Natural 83220

Blue Channel Cat 83195



To place an order please call 1-800-727-5873 or FAX (435) 628-5280

www.gitzitinc.com

3in. G-Tail

Available Colors	20pk	50pk
Pearl White	19047	47047
Pearl w/ Blue	19478	47478
Minnow	19102	47102
Smoke/Sparkle	19102	47103
Yellow/ White Chart. Tail	19005	47105
Orange/ Green Chart. Tail	19107	47107
Smoke Purple Sparkle	19128	47128
Olive/Smoke/Red Sparkle Tail	19136	47136
Salt & Pepper	19185	47185
Smoke/Chart Tail	19186	47186
Brown Craw Salt & Pepper	19195	47195
Green Craw Salt & Pepper	19200	47200
Smoke/Red & Black Sparkle	19210	47210
Chartreuse Salt & Pepper	19215	47215
Summer Craw	19219	47219
Bluegill Salt & Pepper	19220	47220
Junebug Salt & Pepper	19295	47295
Brown Craw/Green Sprkl.	19300	47300



4in. G-Tail W

Available Colors	20pk	50pk
Laminated Black & Red	64014	46014
Purple/Red & Blue Sparkle	64017	46017
Black w/Red Sparkle	64107	46107
Olive/Smoke Red Sprkl. Tail	64136	46136
Avacado	64140	46140
Salt & Pepper	64185	46185
Smoke w/ Chart Salt & Pepper	64186	46186
Brown Craw/Salt & Pepper	64195	46195
Green Craw/Salt & Pepper	64200	46200
Junebug Salt & Pepper	64295	46295
Cotton Candy	64365	46365
Brown Craw/Char t. Tail	64370	46370
Green & Pearl White/Sparkle	64410	46410



7in. G-Tail W

Available Colors	20pk	50pk
Laminated Black & Blue	71011	72011
Laminated Black & Purple	71012	72012
Laminated Sour Junebug	71013	72013
Laminated Black & Red	71014	72014
Laminated Black & Copper	71015	72015
Laminated Black & Pearl	71016	72016
Purple/Red & Blue Sparkle	71017	72017
Salt & Pepper	71185	72185
Brown Craw/Salt & Pepper	71195	72195
Green Craw/Salt & Pepper	71200	72200
Cotton Candy	71365	72365
Green & Pearl White/Sparkle	71410	72410

To place an order please call 1-800-727-5873 or FAX (435) 628-5280

www.gitzitinc.com

3in. G-Tail

Available Colors	20pk	50pk
Pearl White	19047	47047
Pearl w/ Blue	19478	47478
Minnow	19102	47102
Smoke/Sparkle	19102	47103
Yellow/ White Chart. Tail	19005	47105
Orange/ Green Chart. Tail	19107	47107
Smoke Purple Sparkle	19128	47128
Olive/Smoke/Red Sparkle Tail	19136	47136
Salt & Pepper	19185	47185
Smoke/Chart Tail	19186	47186
Brown Craw Salt & Pepper	19195	47195
Green Craw Salt & Pepper	19200	47200
Smoke/Red & Black Sparkle	19210	47210
Chartreuse Salt & Pepper	19215	47215
Summer Craw	19219	47219
Bluegill Salt & Pepper	19220	47220
Junebug Salt & Pepper	19295	47295
Brown Craw/Green Sprkl.	19300	47300

4in. G-Tail W

Available Colors	20pk	50pk
Laminated Black & Red	64014	46014
Purple/Red & Blue Sparkle	64017	46017
Black w/Red Sparkle	64107	46107
Olive/Smoke Red Sprkl. Tail	64136	46136
Avacado	64140	46140
Salt & Pepper	64185	46185
Smoke w/ Chart Salt & Pepper	64186	46186
Brown Craw/Salt & Pepper	64195	46195
Green Craw/Salt & Pepper	64200	46200
Junebug Salt & Pepper	64295	46295
Cotton Candy	64365	46365
Brown Craw/Char t. Tail	64370	46370
Green & Pearl White/Sparkle	64410	46410



7in. G-Tail L W

Available Colors	20pk	50pk
Laminated Black & Blue	71011	72011
Laminated Black & Purple	71012	72012
Laminated Sour Junebug	71013	72013
Laminated Black & Red	71014	72014
Laminated Black & Copper	71015	72015
Laminated Black & Pearl	71016	72016
Purple/Red & Blue Sparkle	71017	72017
Salt & Pepper	71185	72185
Brown Craw/Salt & Pepper	71195	72195
Green Craw/Salt & Pepper	71200	72200
Cotton Candy	71365	72365
Green & Pearl White/Sparkle	71410	72410

To place an order please call 1-800-727-5873 or FAX (435) 628-5280

www.gitzitinc.com

3" MINI JIGS

5 pk = 5 Bodies + (2) 1/8 oz. Jig heads

<u>Color#/Description</u>	<u>5pk</u> <u>Order#</u>	<u>50bag</u> <u>Order#</u>
---------------------------	-----------------------------	-------------------------------

185 Salt & Pepper	13185	14185
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370 Brown Craw/Chart. S&P	13370	14370
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1 1/2" MINI JIGS

3pk = 3 rigged 6pk-Bodies Only

<u>Color#/Description</u>	<u>3pk</u> <u>Order#</u>	<u>6pk</u> <u>Bodies</u> <u>Only</u>
004 Red Body/White Tail	12004	08004
005 Yellow body/Pearl Tail	12005	08005
020 Black Body/Pearl Tail	12020	08020
024 Red Body/Chart. Tail	12024	08024
025 Green Body/ Chart. Tail	12025	08025
047 Pearl White	12047	08047
475 Glow	12475	08475
102 Clear Sparkle	12102	08102
103 Smoke Sparkle	12103	08103
136 Olive Smoke/Sparkle	12136	08136
195 Brown Craw/Salt & Pepper	12195	08195
200 Green Craw	12200	08200
215 Chart. Salt & Pepper	12215	08215



BABY GITZITS 2" Gitzits

<u>Color#/Description</u>	<u>5pk</u> <u>Order#</u>	<u>50 Bag</u> <u>Order#</u>
136 Olive/Smoke Red Sparkle	89136	97136

GITZIT POCKET PACKS



FAT GITZIT-POCKET PACK

<u>Description</u>	<u>Size</u>	<u>Order#</u>
1.5 Fat Gitzit	60 pc	12500
2.5 Fat Gitzit	35 pc	93000
3.5 Fat Gitzit	35 pc	94000



BABY BLUE EYES

Order# 83550

Contains 3 rigged lures in a variety of colors with 6 replacement bodies in a FREE 6 compartment reusable plastic box. Makes a great gift for Dad!

PAULE FRY

Order# 76550

Contains 3 rigged lures in a variety of colors with 6 replacement bodies in a FREE 6 compartment reusable plastic box.

To place an order please call 1-800-727-5873 or FAX (435) 628-5280

www.gitzitinc.com

FALL HEAD LEADS



Designed for fishing with 2/0
hook from Wright-McGill

Color	Order#	Order#
Black	74216	33116
White	74316	33316
Chart.	74416	33416
Red	74516	33516

Color	Order#	Order#
Black	74218	33218
White	74318	33318
Chart.	74418	33418
Red	74518	33518

Painted 1/4 oz-2/0 hook
from Wright-McGill

Color	Order#	Order#
Black	74214	33214
White	74314	33314
Chart.	74414	33414
Red	74514	33514

Painted 1/8 oz-2/0 hooks
from Wright-McGill

Color	Order#	Order#
Black	74218	33218
White	74318	33318
Chart.	74418	33418
Red	74518	33518

Painted 1/16 oz-2/0 hooks
from Wright-McGill

Color	Order#	Order#
Black	74216	33216
White	74316	33316
Chart.	74416	33416
Red	74516	33516

TOURNAMENT SERIES HOOKS

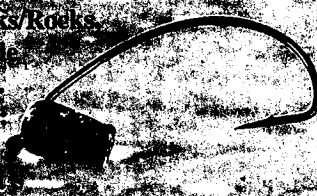
Cast With Gamakatsu Hooks... Designed For Life-
Like Fall. All Hooks Are 2/0

Weight	5pk	50bag
1/16oz	42116	41116
1/8oz	42018	41018
1/4oz	42014	41014

GITZIT'S WEEDLESS SLIP-INS.

Great for fishing Docks/Rocks
and Brush. Extra Wide
GAMAKATSU HOOK.
Advanced Design For:
*Slower Falls and
Less Damage to Gitzits
on Hook Sets

Package Includes:	Order#	Weight
400 Extra Wide Hooks	59018	1/8oz



STAND-UP LEAD

Designed for fishing in Unpainted
1/8 oz hooks are 2/0
3/8oz hooks are 4/0

1/4oz	4pk	50bag
	77014	77114
3/8oz	4pk	50bag
	77038	77138



TEXAS RIGGER LEAD

Hook	Weight	Order#	Order#
4/0	1/16oz	00116	01116
4/0	1/8oz	00118	01118
4/0	3/4oz	00314	01314

FOOTBALL HOOKS

Designed just for muskies
Shape the foot shape easily

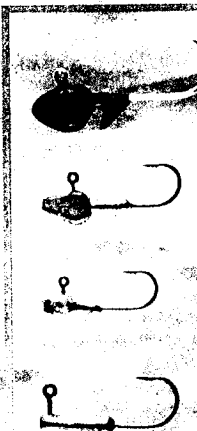
Hooks	Weight	Order#	Order#
#530	1/8	75018	75118
#630	1/4oz	75014	75114
#630	3/8OZ	75038	75138



MINI/TUBE LEAD

Designed for 1 1/2", 2", and 3" Mini
Gitzits and Hard Time Minnows.

Hook	#Weight	Order#	Order#
#1	1/8oz	10018	#09018
#4	1/16oz	10116	#09116
#6	1/32oz	10132	#09132
#4	T-1/16oz	15116	#16116



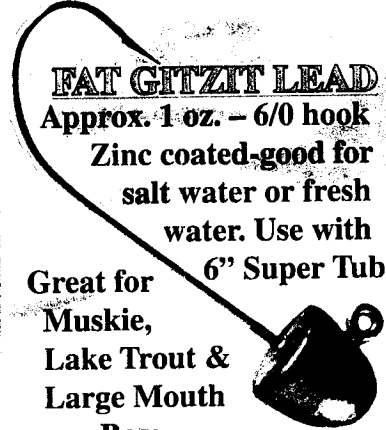
FAT GITZIT LEAD

Approx. 1 oz. - 6/0 hook

Zinc coated-good for
salt water or fresh
water. Use with

Great for 6" Super Tube.

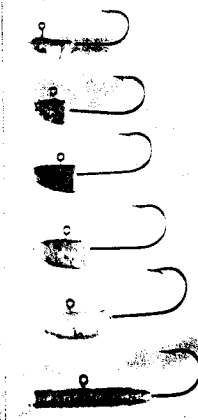
Muskie,
Lake Trout &
Large Mouth
Bass



FAT GITZIT LEAD

Designed for Life-Like fall when fishing

Hook	Weight	Pk	Order#	Bag	Order#
#2/0	1/16oz	5pk	11116	50bag	79116
#2/0	1/8oz	5pk	11018	50bag	79018
#2/0	1/4oz	5pk	11014	50bag	79014
#3/0	3/8oz	5pk	11038	50bag	79038
#4/0	1/2oz	5pk	11012	50bag	79012
#4/0	3/4oz	5pk	11034	50bag	79034



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GITZIT™
INCORPORATED

Bass'N Man Lures

GITZIT
Lured Company



Ed Gavin - fishing at Jordonelle-
"My 'go to' bait for smallies!"

29 1/2 inch, 47 lb. Musky caught on Lower Niagara
River on "Gitzit". "Took other people who never
caught musky before & they also caught 'em on
Gitzits!" - Barry Lichvar

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GITZIT
INCORPORATED



Bass'N Man Lures

FOR
BASS,
PIKE,
WALLEYE
AND ALL GAME FISH

CERTIFIED

Bully

Great for Fresh or Salt Water by **GITZIT**
INCORPORATED

...the most popular
...the most popular
...the most popular

...the most popular
...the most popular

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...the most popular
...the most popular

...the most popular
...the most popular

...the most popular
...the most popular

Made in the USA

GITZIT
INCORPORATED



For Bass • Walleye • Pike • All Game Fish



WARNING This Product contains lead, a chemical known to the state of California to cause cancer and birth defects and other reproductive harm. Do not place your hand in your mouth after handling the product. Do not place the product in your mouth. Wash your hands after touching this product.

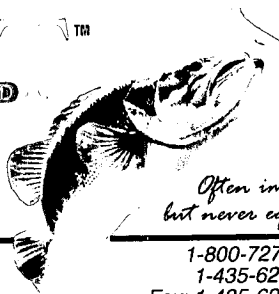
Free Tackle Box Contains:
• 3 Rigged Jigs • 6 Extra Bodies



Gitzit Inc. PO Box 3039 St. George UT 84771

GITZIT
INCORPORATED

Chris Hendershot
Owner



*Often imitated
but never equaled*

667 Red Rock Road
St. George, UT 84770

1-800-727 LURE
1-435-628-1011
Fax: 1-435-628-5280
www.gitzitinc.com

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For Anything That Swims and Eats

WARNING
This product contains lead, a chemical known to the state of California to cause cancer, birth defects and other reproductive harm. Do not place hands in your mouth. Wash your hands after touching this product.



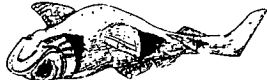
Baby Blue Eyes



Little Tough Guys



Hard Time Minnow



Paddle Fry

OTHER FINE GITZIT PRODUCTS INCLUDE



STEP 2

OUTSIDE LEAD



STEP 1

Insert head into Gitzit and slide forward.

Unique to GITZIT, the flat shape allows for a more natural fall in water. Lubricate the lead head.



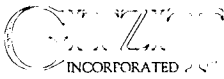
STEP 2

INSIDE LEAD



STEP 1

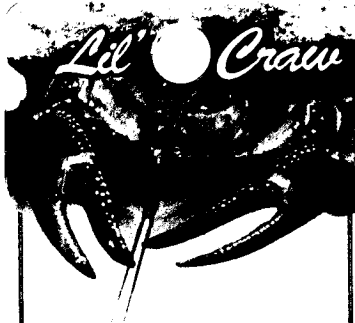
GITZIT RIGGING INSTRUCTIONS



OFTEN
IMITATED
BUT NEVER
MATCHED. THE
ORIGINAL GITZIT

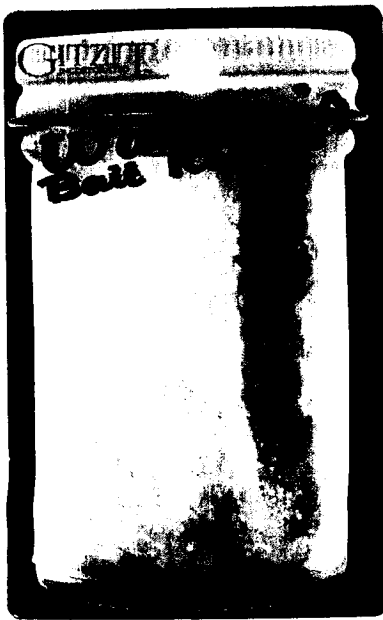


FOR ALL GAME FISH



by **GITZIT** Incorporated

Baby Blue Eyes



3 1/4" x 1 1/2" x 8 Extra Basses



Warning: This product contains lead, a chemical known to the State of California to cause cancer and birth defects and other reproductive harm. Do not place your hands in your mouth after handling the product. Do not place the product in your mouth. Wash your hands after touching this product.

Micro Tough Guys



For **ICE** & All Season Panfish

by **GITZIT** INCORPORATED